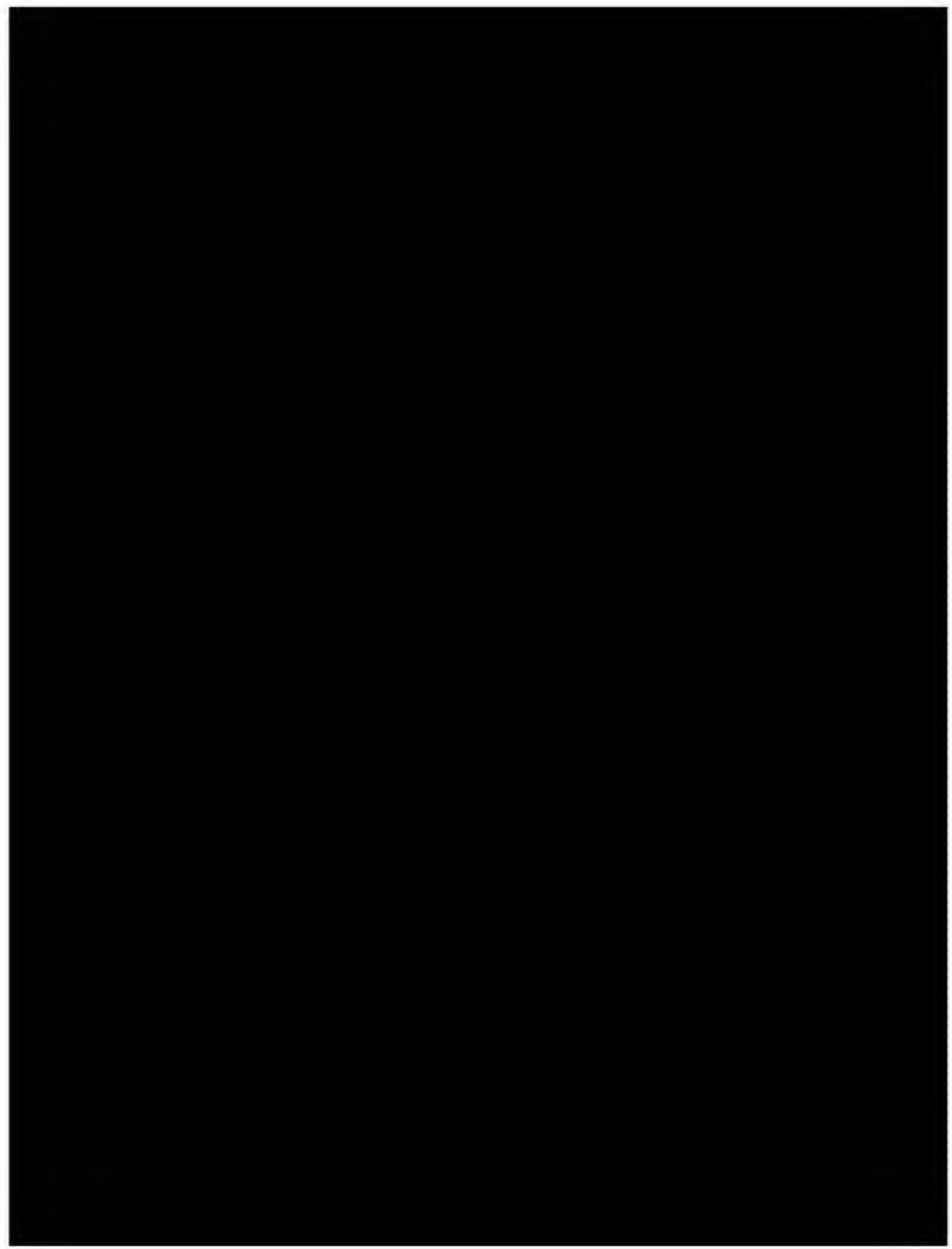


smanko@telenet.net; 'smbconsultingcompany@gmail.com'; smccollins@juno.com;



Destito, RoAnn (OGS)

From: Jennifer Waters <jwaters@mvedge.org>
Sent: Wednesday, May 03, 2017 3:05 PM
Subject: Join us at the Leading EDGE Awards May 23!
Attachments: 2017 Leading EDGE Awards Invite- Reservation.pdf

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.



16TH ANNUAL LEADING EDGE AWARD

TUESDAY, MAY 2
NOON
SUNY POLY FIELDHOUSE

KEYNOTE SPEAKER:
TO BE ANNOUNCED

HONOREES:
ADIRONDACK BARREL COOPERAGE
BNY MELLON
CENTRAL NY INNOVATION CENTER
MOHAWK VALLEY COMMUNITY COLLEGE
(ROME CAMPUS EXPANSION & THINCUBATOR)
PREMIER AVIATION
UTICA BREAD

CHRISTOPHER DESTITO HONOREE:
NICHOLAS O. MATT

PLATINUM SPONSOR:
O'BRIEN & GERE

GOLD SPONSORS:
BANK OF UTICA, BOND, SCHOENECK,
COMMUNITY BANK, KEYBANK, M&T
NATIONAL GRID, NBT BANK,
ONIIDA INDIAN NATION

SILVER SPONSORS:
CATHEDRAL CORPORATION, INDUM
CORPORATION, MARCH ASSOCIATES,
NYSTEC PLUMLEY ENGINEERING

BRONZE SPONSORS:
ADIRONDACK BANK, BERKSHIRE BANK,
FIRST SOURCE FEDERAL CREDIT UNION,
SIMON EISENBACH PRODUCTIONS

Destito, RoAnn (OGS)

From: Destito, RoAnn (OGS)
Sent: Monday, June 19, 2017 10:11 AM
To: Potrzeba, Deborah (OGS)
Subject: Fwd: Follow-up from the Rome Chamber Annual Meeting

[REDACTED]
Sent from my iPhone

Begin forwarded message:

From: Michele Salisbury <msalisbury@nystec.com>
Date: June 19, 2017 at 10:06:52 AM EDT
To: "Roann.Destito@ogs.ny.gov" <Roann.Destito@ogs.ny.gov>
Cc: "Deborah.Potrzeba@ogs.ny.gov" <Deborah.Potrzeba@ogs.ny.gov>, "Heather.Groll@ogs.ny.gov" <Heather.Groll@ogs.ny.gov>, "peggy.rodriguez@exec.ny.gov" <peggy.rodriguez@exec.ny.gov>
Subject: Follow-up from the Rome Chamber Annual Meeting

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi RoAnn,

I hope all is well. When we spoke at the Rome Chamber Annual Meeting, I mentioned that NYSTEC will be holding a Business After Hours at our Rome office on August 3rd from 5-7pm. This is just an early save the date, invitations will go out in a few weeks. We will be honored if you are able attend. Your vision and commitment have been instrumental to our success.

Regards,

Michele

Michele Salisbury

CFO, Economic Development &
Outreach Director, NYSTEC

315-334-7832 – Direct

315-368-3956 – Cell

msalisbury@nystec.com

www.nystec.com

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Wednesday, July 15, 2015 12:00 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS); Filburn, Susan M (OGS); Allen, Bradley G (OGS)
Subject: FW: Legislative Inquiry
Attachments: LegislativeInquiry 07142015 MJ.doc

Attached is information on a legislative inquiry. If you have any questions, please let me know.

Thanks

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov

www.ogs.ny.gov

From: Joly, Mark W (OGS)

Sent: Wednesday, July 15, 2015 10:25 AM

To: McAuley, Kathleen (OGS)

Subject: Legislative Inquiry

Attached is information on a Legislative Inquiry I responded to yesterday.

LEGISLATIVE INQUIRIES – RECORD OF CONTACT

To: OGS Commissioner
OGS First Deputy Commissioner
OGS Counsel

Date: 8/2/2018

From: Mark Joly, Contract Management Specialist
(OGS Employee Name and Title)

Subject: Record of Contact of Legislative Inquiry from Members of State Assembly, Senators, Legislative Staff, Members of Congress, Elected or Appointed Officials

I received a legislative inquiry as follows:

Name: Reed Kinderman

Address:
207 Genesee Street
Room 408
Utica, NY 13501

Telephone Number: 315-793-9072

Place of Principal Employment: Office of State Senator Joseph Griffio

Occupation: Executive Assistant to the Senator

Date of Contact: 7/14/2015

By Telephone In Person Correspondence E-Mail Other

Summarize the form (e.g., e-mail, letter, conversation) and topic of the communication of the legislative inquiry:

Reed was calling on the Senator's behalf inquiring as to the status of the new NYSTEC contract. He mentioned that the Senator's office has been keeping an eye on this contract as it concerns his district. Reed wanted to know what the current status of the new contract was. I told him we are currently working on a multi-year contract and at this time we believe the contract will be in place by the expiration of the current contract (September 11, 2015 expiration). Reed seemed to receive this information as positive information.

(add additional pages or copies of written communications as necessary)

Destito, RoAnn (OGS)

From: Bill Guglielmo <wkg@romechamber.com>
Sent: Tuesday, July 25, 2017 4:02 PM
To: Bill Guglielmo
Subject: Chamber Update 7/25/17
Attachments: 17 golf April.pdf; Smoking Support Group 0817.pdf; Bellamy2017-Flyer-Final-R.DOCX

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Announcing

- NYS Office of General Services Commissioner, RoAnn Destito, presented Chamber Board Chair Franca Armstrong with a **Special Citation signed by Governor Andrew Cuomo** in honor of the Bicentennial of the Erie Canal. Commissioner Destito also presented a Special Citation to Rome Mayor Jacqueline Izzo, who chairs the Chamber's Honor America Days Committee. The Chamber & City appreciate the support for making Saturday's day-long celebration a success. Major sponsors of the Bicentennial, which carries over this weekend and is part of the Honor America Days Celebration, are the **NYS Council on the Arts** and the **NYS Canal Corporation/NY Power Authority**.



- Reminder that the **NYSTEC BAH begins at 5pm**. You can rsvp at <https://romechamber.chambermaster.com/eventregistration/register/1147>



YOUR INDEPENDENT TECHNOLOGY ADVISOR

Invites you to its

Business After Hours Reception

500 Avery Lane - Thursday, August 3

5:00 - 7:00pm

Free Admission, Door Prizes

Hot & Cold Hors d'oeuvres—catered by The Savoy

Beer, Wine, Soda

Desserts provided by The Franklin Hotel

NYSTEC is a not-for-profit technology consulting company, advising organizations, agencies, institutions, and businesses since 1996.

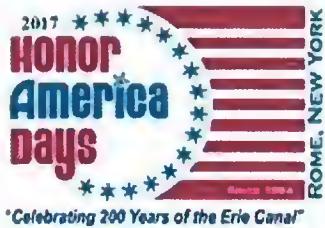
Come meet their team and learn more about them!

Register online or call (315) 337-1700
or email info@RomeChamber.com ... by July 31, please.

- Chamber Treasurer Debbie Grogan presented Jim McCarthy, President of Northland Communications, with a congratulatory certificate in recognition of the ribbon cutting and open house celebration held at Northland's newly renovated headquarters in Holland Patent, info here:
<http://www.northland.net/>



- Reminder that the concert by Symphoria is **FREE**, as the Honor America Days Pops Concert at Fort Stanwix has always been since the first one in 1984. A limited number of tickets are available at \$10pp for seating in the reserved section, which is where major sponsors and supporters often sit. Tickets will be available at the Chamber until noon this Friday.



*The Rome Area Chamber of Commerce and the
City of Rome present the*

Honor America Days Concert by SYMPHORIA SYMPHONY

Saturday, July 29, 2017

8pm at Fort Stanwix National Monument

Rain Date: Sunday, July 30

(if it rains on Sunday, the concert will be held in Saint Peter's Roman Catholic Church)

GUEST SEATING Admission: \$10 ~ tickets available at the Chamber



Berkshire Bank

**is sponsoring a spectacular fireworks display on Saturday evening,
following the 1812 Overture and the Stars and Stripes Forever.**

THE CONCERT AND FIREWORKS ARE MADE POSSIBLE PRIMARILY THROUGH THE GENEROSITY AND SUPPORT OF:

**The Christopher P. Destilo Fund of The Community Foundation of Herkimer & Oneida Counties, Inc.;
Berkshire Bank; Rome Sentinel; Birnie Bus Service; Excellus BlueCross BlueShield; American Fireworks;
Kris-Tech Wire; Price Chopper; Revere Copper Products; Fort Stanwix National Monument;
Rome Memorial Hospital; Brown & Brown Insurance; Rome Walmart Supercenter;
Oneida Indian Nation; National Grid; CRM; Liberty Affordable Housing; Nunn's Home Medical Equipment,
City of Rome and supporters of the 2017 Silent Auction fundraiser for Honor America Days!!**

- See the events list: <http://www.romechamber.com/events/>
- Join the following teams at the August 9th **Chamber Golf Tournament**. Registration form attached.

AmeriCU Credit Union

Birnie Bus Service

BME

Calsource

Community Bank

D'Arcangelo & Co. LLP (1)

D'Arcangelo & Co. LLP (2)

Davidson Chevrolet Buick GMC

First Source Federal Credit Union (1)

First Source Federal Credit Union (2)

Griffiss International Airport

MVCAA

Nye Volkswagen of Rome

NYSTEC

OneGroup

Revere Copper Products (1)

Revere Copper Products (2)

Rome Country Club

- Also attached:

Join Rome Memorial Hospital's **Smoking Prevention Support Group** beginning Tuesday, August 8th.

**5th Annual Francis J. Bellamy Community Awards Breakfast, Mon, Aug 28;
8:00am, The Beeches.**

Thank you.....

William K. Guglielmo, President
Rome Area Chamber of Commerce
139 W. Dominick St.
Rome, NY 13440
Ph: 315.337-1700 Fx: 315.337-1715
Cell: 315.404.3050

wkg@RomeChamber.com
www.RomeChamber.com



Rome Area Chamber of Commerce 2017 Golf Tournament Registration Form

Announcing the Annual Golf Tournament Wed, Aug 9, Rome Country Club

Check-in 8:30-9:30am — Shotgun Start 9:30am

\$460 per foursome for Rome Chamber Members if registered by June 30th.

\$500 for non-members and members registered after June 30th.

Goodie Bags for all Golfers Awards for Winning Teams plus Door Prizes

Rain Date: August 16

Presenting Sponsor



\$500 "Closest to the Pin"

Guaranteed to be a winner sponsored by



Sponsor of the Major Prizes

NYSTEC

YOUR INDEPENDENT TECHNOLOGY ADVISOR

3rd Hole Refreshments **D'Arcangelo & Co., LLP**
Certified Public Accountants & Consultants
sponsored by *powered by excellence, proven by results*

Win A New Car!!

"Hole In One"

co-sponsored by



Birdie Sponsor



14th Hole Refreshment Stand sponsored by



Additional Sponsorship Opportunities

\$2000: Presenting Sponsor (only one more available). Includes green fees for 4 players, 1 tee sign, banner, logo on printed materials.

\$1500: Eagle Sponsor (only two available). Includes green fees for 4 players and choice of either LUNCH SPONSOR or AFTER GOLF SOCIAL HOUR SPONSOR, logo on printed materials.

\$1250: Golf Ball Sponsor. Includes green fees for 4 players, logo on printed materials, and every player gets 3 Titleist Velocity golf balls.

\$1000: Wine Sponsor. Includes 4 players and logo on printed materials. Plus, all players in the tournament each get one bottle of Thirsty Owl Wine with sponsor's logo printed on the labels.

\$1000: Birdie Sponsor. Includes 4 players and choice of one Par Sponsor item (shown below), logo on printed materials.

\$ 500: Par Sponsor. Any one of the following: GOODIE BAG, DRIVING RANGE, PUTTING GREEN, LONGEST DRIVE, MEN'S FIRST PLACE, WOMEN'S FIRST PLACE, BEVERAGE CART ON THE COURSE, etc.

\$ 100: Tee Sign Sponsor.

Indicate your choice(s) here and return to the Chamber

- Our company would like to be a _____ Sponsor, in the amount of \$ _____.
- (Optional) We would also like to donate the following as a door prize and will bring it to the event:

Company Name: _____

Golf Team Contact: _____

Email: _____ Phone: _____

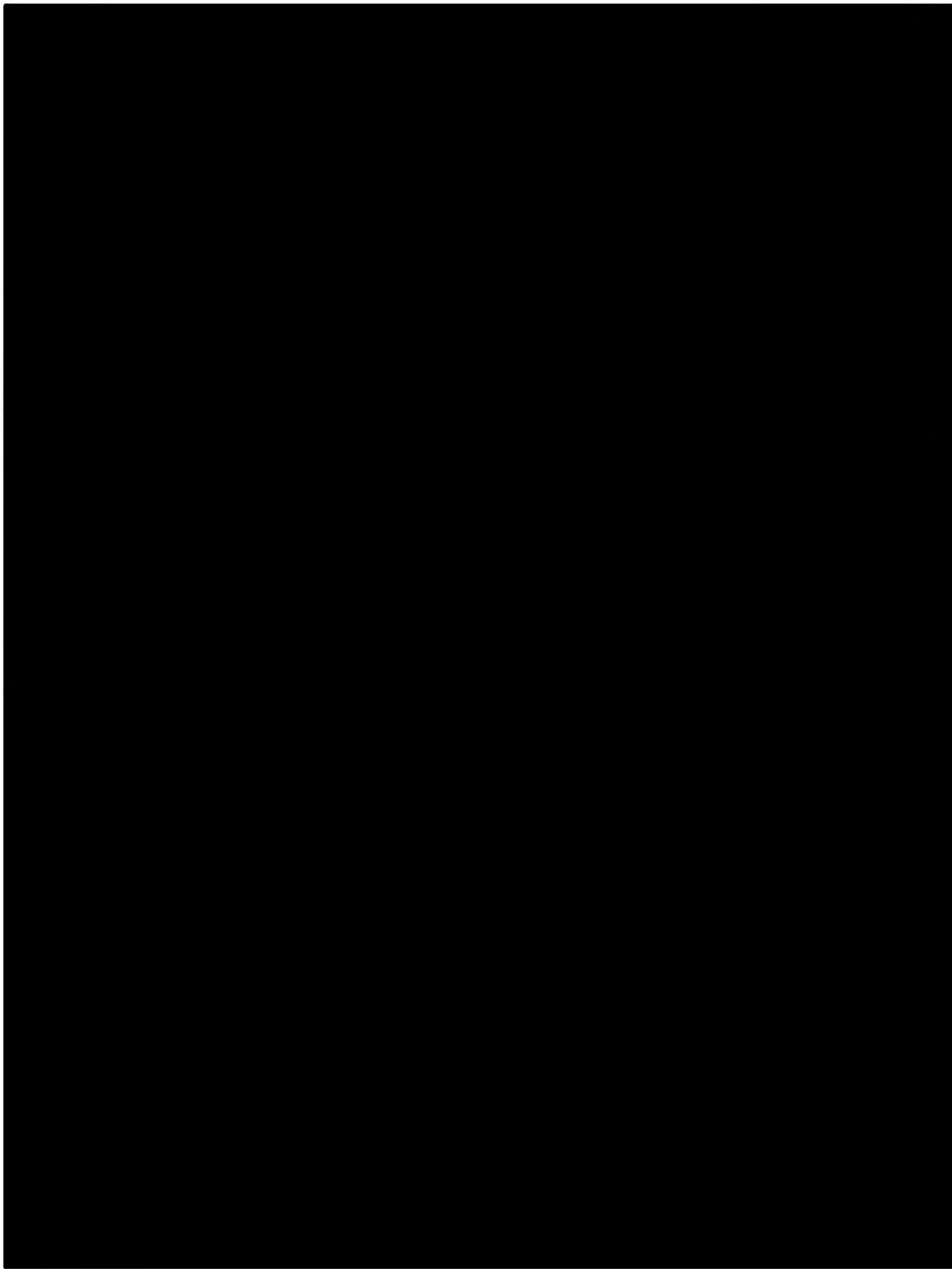
Players' Names:

1) _____ 2) _____

3) _____ 4) _____

Special Feature:
First Source is sponsoring
the HOSPITALITY TENT
on the course!





Pulver, Susan (OGS)

From: Destito, RoAnn (OGS)
Sent: Thursday, August 03, 2017 9:22 AM
To: Potrzeba, Deborah (OGS)
Subject: FW: Follow-up from the Rome Chamber Annual Meeting

From: Destito, RoAnn (OGS)
Sent: Monday, June 19, 2017 10:11 AM
To: Potrzeba, Deborah (OGS) <Deborah.Potrzeba@ogs.ny.gov>
Subject: Fwd: Follow-up from the Rome Chamber Annual Meeting

Put on my schedule please

Sent from my iPhone

Begin forwarded message:

From: Michele Salisbury <msalisbury@nystec.com>
Date: June 19, 2017 at 10:06:52 AM EDT
To: "Roann.Destito@ogs.ny.gov" <Roann.Destito@ogs.ny.gov>
Cc: "Deborah.Potrzeba@ogs.ny.gov" <Deborah.Potrzeba@ogs.ny.gov>, "Heather.Groll@ogs.ny.gov" <Heather.Groll@ogs.ny.gov>, "peggy.rodriguez@exec.ny.gov" <peggy.rodriguez@exec.ny.gov>
Subject: Follow-up from the Rome Chamber Annual Meeting

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi RoAnn,

I hope all is well. When we spoke at the Rome Chamber Annual Meeting, I mentioned that NYSTEC will be holding a Business After Hours at our Rome office on August 3rd from 5-7pm. This is just an early save the date, invitations will go out in a few weeks. We will be honored if you are able to attend. Your vision and commitment have been instrumental to our success.

Regards,
Michele

Michele Salisbury
CFO, Economic Development &
Outreach Director, NYSTEC
315-334-7832 – Direct
315-368-3956 – Cell
msalisbury@nystec.com

www.nystec.com

From: Press Office <Press.Office@exec.ny.gov>
Sent: Wednesday, August 19, 2015 2:18 PM
To: Destito, RoAnn (OGS)
Subject: GOVERNOR CUOMO ANNOUNCES THE GRAND OPENING OF TECH VALLEY CENTER OF GRAVITY IN TROY'S HISTORIC QUACKENBUSH BUILDING



For Immediate Release: 8/19/2015

GOVERNOR ANDREW M. CUOMO

GOVERNOR CUOMO ANNOUNCES THE GRAND OPENING OF TECH VALLEY CENTER OF GRAVITY IN TROY'S HISTORIC QUACKENBUSH BUILDING

Tech Incubator Brings New Life to Historic Building Following 15 Years of Vacancy

Building Renovations Supported by \$550,000 Capital Grant from Capital Region Economic Development Council

Governor Andrew M. Cuomo today announced the grand opening of Tech Valley Center of Gravity's new facility inside downtown Troy's historic Quackenbush Building. Through a \$550,000 Capital Grant from Round III of Governor Cuomo's Regional Economic Development Council Initiative, the tech incubator partnered with Quackenbush Properties, LLC to perform \$2.75 million in renovations to the Collar City landmark and create a facility large enough to support startup companies, spur job creation, and encourage commercial development throughout the Capital Region.

"Tech Valley Center of Gravity plays a vital role in helping the Capital Region's tech industry flourish," said Governor Cuomo. "This new facility inside one of Troy's most historic buildings will give local startups and entrepreneurs the resources they need to really take off, and I am proud that the state was able to help make this renovation project a reality."

Established in 2012, Tech Valley Center of Gravity promotes manufacturing innovation through the use of shared space to grow ideas and inventions. Its membership includes five universities, four high schools, more than 300 entrepreneurs and 40 companies, all of which have supported the creation of more than 250 jobs in the region.

The Capital Region Economic Development Council identified Tech Valley Center of Gravity as a Round III priority project due to its established success and fulfillment of the Council's goal of bringing the region's cities to life by advancing the restoration and use of an historic property. With the addition of new members and increased interest from entrepreneurs and startups, Tech Valley Center of Gravity quickly outgrew its former location at 35 Fourth Street in Troy and will now occupy 20,000 square-feet of the 158 year old building for the next ten years.

Empire State Development President and CEO Howard Zemsky said, "Tech Valley Center of Gravity opening a new, larger location is evidence of a fast-growing innovation economy in the Capital Region and will allow the incubator to support even more local entrepreneurs and startups. This project is a prime example of the smart, strategic investments being recommended by the Regional Council – it supports and grows small businesses, creates jobs, and helps to revitalize a downtown area in an Upstate community."

The new facility will also house Tech Valley Center of Gravity's THINQubator, a facility which empowers children and families to think, collaborate, skill-build, and design. Through hands-on experience, kids explore science, technology, engineering, art, and math in an engaging, fun format.

Another 23,148 square-feet of the Quackenbush Building has been designated available and is ready to lease through Hudson Valley Community College's START-UP NY program. START-UP NY offers new and expanding businesses the opportunity to operate tax-free for 10 years on or near eligible university or college campuses in New York State.

The 50,000-square-foot, four-story Quackenbush building, located at the corner of Broadway and Third Street, was constructed in 1857 and served as a dry-goods store until 1937. The building subsequently housed local businesses before being vacated in 2001.

Tech Valley Center of Gravity Chairman Laban Coblenz said, "The Center of Gravity is an embodiment of both Governor Cuomo's visionary economic development initiatives and Troy's gritty up-by-the-bootstraps positive energy. Our success comes from three things: innovation, collaboration, and community."

David Bryce, owner of Quackenbush Properties, LLC said, "The Quackenbush Building has been dormant for more than a decade. Opening it to the community will seed growth that will take unexpected turns and downtown Troy's positive vibe will creep outward. The TVCOG supports that trend and will feed on it. Already TVCOG programs are growing in ways none of us could have foreseen."

University at Albany President and Capital Region Economic Development Council Co-chair Robert J. Jones said, "The Tech Valley Center of Gravity provides access to ideas, space, technology, and creative collaborators that will grow the next generation of innovators and business opportunities in the Capital Region. We're grateful for the Governor's continued efforts to strengthen our regional and state economies."

Congressman Paul Tonko said, "Repurposing historical buildings allows communities to connect heritage and economic development, and these funds will help achieve this goal by transforming the Quackenbush Building into a hub of innovation and creation. I commend Governor Cuomo for recognizing the importance of this project, and I look forward to working with his office to ensure buildings like these will play an important role in the development of our communities."

Senator Neil Breslin said, "The expansion of the Tech Valley Center of Gravity further demonstrates how Troy and the entire Capital Region has been at the forefront of New York's economic resurgence. Allowing for this incubator's membership to continue to grow will only further cement our region's reputation as being a leader in today's high-tech economy."

Assemblyman John McDonald said, "TCVOG represents yet another example of the revitalization that has been underway in the City of Troy for the past several years. Reaching into its past as a hub of manufacturing, we are witnessing a new era of manufacturing and innovation unfold before our eyes

and it is exciting and refreshing. I appreciate the support the Gov. Cuomo's Regional Economic Development Council Initiative that has provided critical funding to support private sector investment in this historic building."

Rensselaer County Executive Kathleen M. Jimino said, "Rensselaer County has been a supporter and investor in the Tech Valley Center of Gravity since the concept was brought forward over four years ago. Our commitment to this makerspace continued to its first location in Troy and extends to the revitalization of its new home in the Quackenbush building. It is this type of out of the box thinking and investment that we are proud to be a part of that is crucial to our efforts to attract and retain businesses competing in a global economy. I want to commend the Governor and the CERDC for the funding that has brought this revitalization effort to life. Our collective support and efforts are already paying off as the Quackenbush building is already gaining tenants looking to take advantage of the entrepreneurial prospects Tech Valley Center of Gravity generates as well as the other support services including those from NYSTEC's Ignite NY and The Estuary. To date this collaboration has generated over 100 jobs right here in Rensselaer County with the expectation of over 225 total jobs by the end of 2016 that will boost our local economy and provide opportunities for our residents and other businesses."

Troy Mayor Lou Rosamilia said, "The opening of the Center of Gravity, located in the historic Quackenbush building here in the City of Troy, will act as a catalyst for economic growth, foster creative thinking and solidify our city as the top destination for the region's burgeoning startups and entrepreneurs. I want to thank Governor Cuomo, the State of New York and Hudson Valley Community College on their designation of the Center of Gravity as a START-UP NY location and the Regional Economic Development Council for their investment and commitment to our continuing revitalization efforts here in the City of Troy."

For more information about Tech Valley Center of Gravity, visit www.tvcog.net.

For more information about THINQubator, visit www.thinqubator.org.

About the Regional Economic Development Councils

The Regional Economic Development Council (REDC) initiative is a key component of Governor Cuomo's approach to State investment and economic development. In 2011, Governor Cuomo established 10 Regional Councils to develop long-term strategic plans for economic growth for their regions. The Councils are public-private partnerships made up of local experts and stakeholders from business, academia, local government, and non-governmental organizations. The Regional Councils have redefined the way New York invests in jobs and economic growth by putting in place a community-based, bottom up approach and establishing a competitive process for State resources. For more information on the Regional Councils, visit www.regionalcouncils.ny.gov.

###

Additional news available at www.governor.ny.gov
New York State | Executive Chamber | press.office@exec.ny.gov | 518.474.8418

Destito, RoAnn (OGS)

From: Destito, RoAnn (OGS)
Sent: Tuesday, August 22, 2017 5:45 PM
To: Michael Walsh
Cc: Potrzeba, Deborah (OGS); Groll, Heather R (OGS)
Subject: Re: Jana Behe's unexpected passing

I am shocked and so sorry for Jana

Sent from my iPhone

On Aug 22, 2017, at 3:54 PM, Michael Walsh <mwalsh@nystec.com> wrote:

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

RoAnn,

It is with profound sadness that I inform you of Jana Behe's unexpected and tragic passing on Sunday.

Her husband, [REDACTED] called me Sunday evening to inform me that she [REDACTED]

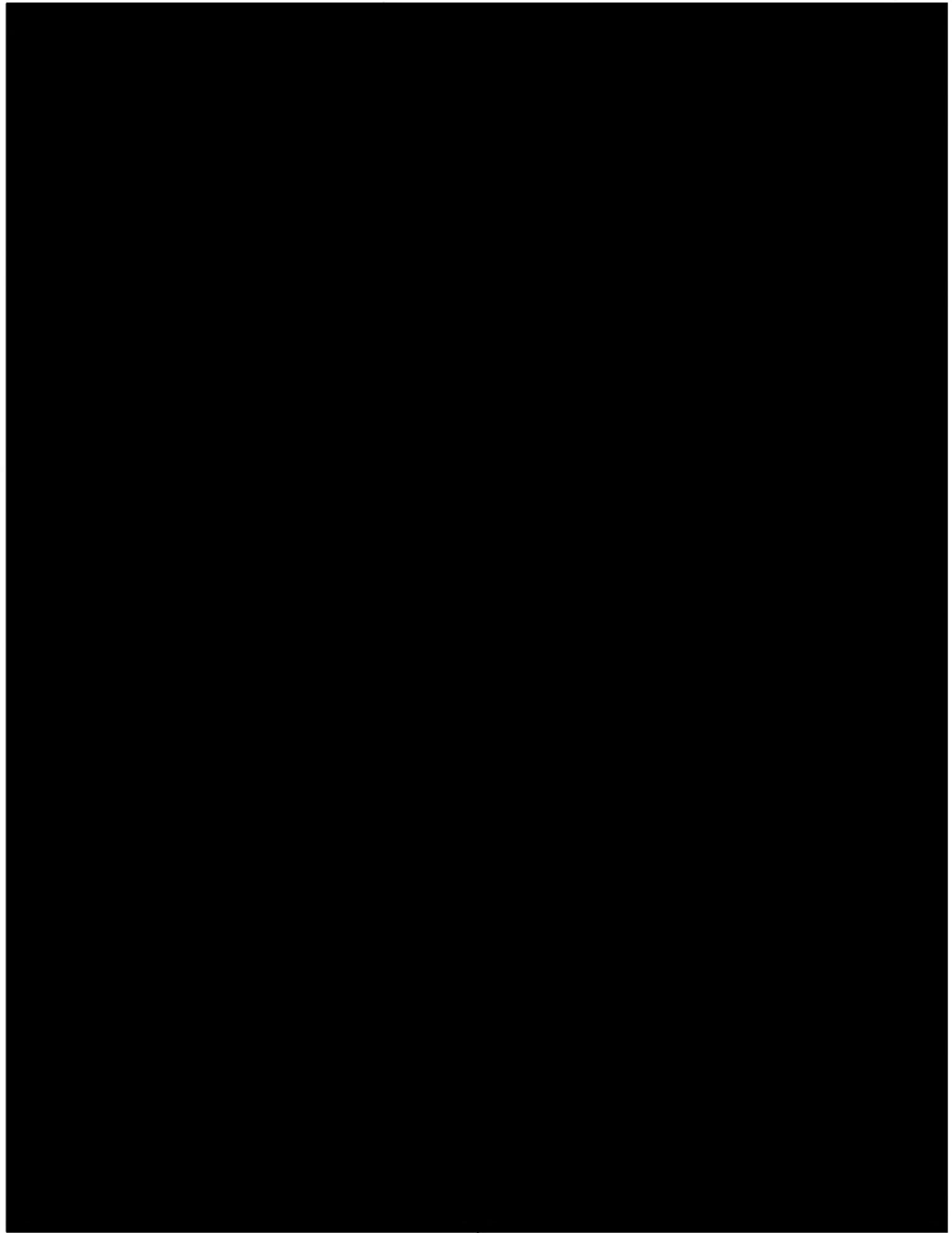
[REDACTED] She passed away on the golf course playing the game she loved.

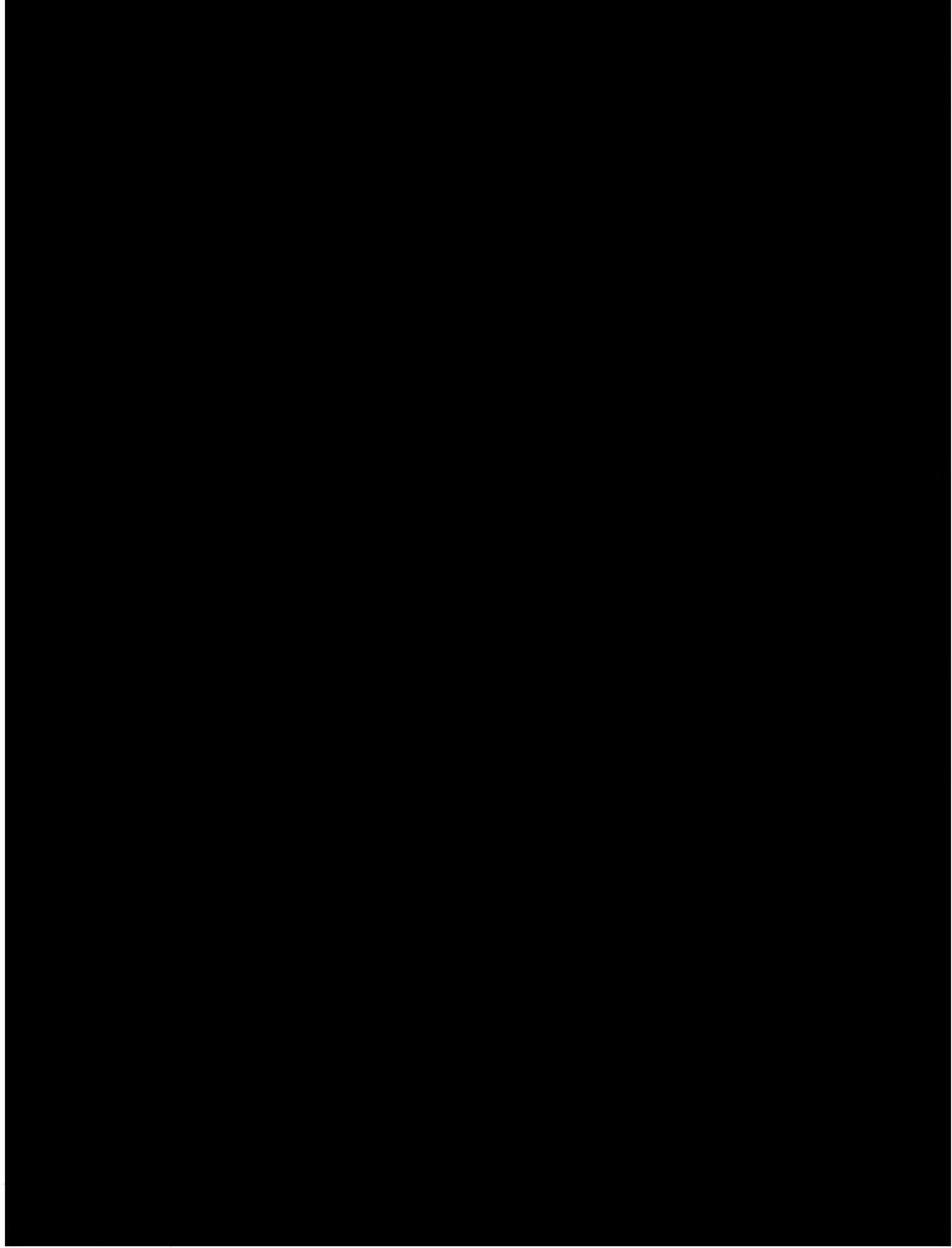
<http://www.danieleneafuneralhome.com/notices/JanaS-Behe-KinnestonEsq>.

Her passing creates a tremendous personal and professional void. In addition to her critical leadership role as NYSTEC's General Counsel and Contracts Officer, she was a key player in maintaining our relationships with elected and State officials. She worked tirelessly to build relationships, create mutual interest and develop NYSTEC strategies to support NYS technology initiatives. In addition, Jana was vigorous advocate for many community charities and held many leadership positions on local Boards. As we move forward, please feel free to reach out to me directly with any ways we can support your office and NYS.

Very truly yours,

Mike Walsh
President & CEO, NYSTEC
(518) 431-7027 - Direct
(518) 852-3406 - Cell
MWalsh@nystec.com
www.nystec.com
infosec.nystec.com





Destito, RoAnn (OGS)

From: Griffiss Institute <info=griffissinstitute.org@mail222.suw16.rsgsv.net> on behalf of Griffiss Institute <info@griffissinstitute.org>
Sent: Thursday, November 09, 2017 2:01 PM
To: Destito, RoAnn (OGS)
Subject: Fall 2017 AFRL Commercialization Academy Demo Day Teams Announced

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

RSVP TODAY! Demo Day is November 30, 2017!

[View this email in your browser](#)

Fall 2017 AFRL Commercialization Academy Demo Day Teams Announced

Four teams are preparing their startups to pitch live at the Fall Commercialization Academy Demo Day on November 30, 2017



ROME, NY – [Griffiss Institute](#) is pleased to announce the four New York State-based teams of the Fall 2017 [AFRL Commercialization Academy](#) cohort. These tech transfer teams are being incubated while building their startups around Department of Defense intellectual property (IP) from the [Air Force Research Laboratory Information Directorate](#) (AFRL/RI) in Rome, New York.

During a four-month commercial viability process, these entrepreneurs are receiving an abundance of tools and resources, including an [educational platform](#) that teaches the logistics of building a startup. Each lab technology and entrepreneur goes through an intense vetting process to further explore the commercial viability of the technologies. Each entrepreneur will seek to develop and test strategies to build sustainable startups eligible for licensing opportunities. Each entrepreneur has embarked on an acceleration process to build a piece of IP into a sustainable startup.

The AFRL Commercialization Academy is a Griffiss Institute entrepreneurial education program sponsored by the

AFRL/RI. Griffiss Institute has partnered with [Wasabi Ventures](#), a successful venture capital firm, to run the academy since 2015. The program is designed to be complementary to local startup programs, and to permit participants to leverage all additional non-program resources they may be eligible for.

"A primary goal of the Commercialization Academy is to grow a technical ecosystem in Central New York that is complimentary to the AFRL mission and technical capabilities, while impacting the local economy positively," says Griffiss Institute Technical Director, [Frank Hoke](#).

Personal mentorship and incubation will be provided by Wasabi Ventures' partners and staff, plus selected expert contributors, leveraging the firm's resources and network of talent to build each startup. "This cohort is comprised of four New York-based teams that are fully engaged and focused on the goal of Demo Day and beyond. The founders are excited to utilize all of the resources associated with the AFRL Commercialization Academy. They truly are a fabulous group to coach," states [Michele Pesula Kuegler](#), Associate Dean of [Wasabi Ventures Academy](#).

At the end of the program, selected teams will pitch to the local investment community, industry leaders, and other potential partners at a live [Demo Day on Thursday, November 30, 2017 at 5:00 pm EDT, at Griffiss Institute](#), 725 Daedalian Drive, in Rome, New York. A judges' vote and a live audience vote will be held, with two cash prizes of \$15,000 and \$5,000, respectively, to be given to the winners of the two best pitches of the day!

The event is free to attend, and includes networking, food by [Delta Lake Inn](#), beverages by [Copper City Brewing Co.](#), and an opportunity to vote for the best pitch!

Here are the startup teams selected for the Fall 2017 Commercialization Academy Cohort:

- GivDapps** – GivDapps, operating out of New York City, provides crowdfunding opportunities to families in need and specific community projects that have been vetted by other charitable organizations. GivDapps is a non-profit organization leveraging technology and the power of community relationships to promote transparent charitable giving within local communities.
- Good People Energy Technologies** - Good People is a benefit corporation with offices in Cooperstown, New York, and Utica, New York. The Phoenix Fan Controller provides energy savings with improved quiet and comfort and can be added to existing small fan HVAC systems (PTACs, fan coils, split systems, etc.) to extend their useful lives. It is well suited to institutions like government buildings, schools, colleges, and hospitals, as well as commercial buildings, office parks, hotels, and multi-tenant residential buildings.
- Inky's Bookshelf** – A lot can be learned about someone just by taking a look at their bookshelf. At Inky, from Loudonville, New York, curated selections of books are created based on your reading history and interests. The product is simple, send in a picture of your bookshelf, and once a month a book will be sent to your doorstep.
- Let's Chat About It** - Let's Chat About It is a wellness support platform and online community for those struggling with mental health and substance abuse. Let's Chat Saratoga Springs, New York, is a comprehensive online platform that builds a share, support, and gain confidence to combat substance abuse and to better their health. Let's Chat About It provides on-site resources such as licensed therapists, and psychiatrists via video sessions. Their added benefits include blogs, a 24/7 chat support with professionals, sober event meetups, progress incentives, as well as connecting others who are going through the similar struggles. Let's Chat About It's platform will be a supplement to professional support mechanisms as they help users re-assimilate to their life as well as provide a connecting space for users in all stages of recovery. Through this platform, users will be able to connect with each other and licensed health care providers to help each other get out of the darkness together.

The 2017 Spring AFRL Commercialization Academy Cohort and Demo Day were made possible by the following generous supporters: [National Grid](#), [Oneida County Industrial Development Agency](#), [The Community Foundation of Herkimer & Oneida Counties](#), [Nystec](#), [Rome Industrial Development Corporation](#), [Bank of Utica](#), [Mohawk Valley EDGE](#), [Wasabi Ventures](#) and [InfluenceLogic](#).

[Tickets to the FREE Demo Day event are available here](#)

RSVP TODAY!

Copyright © 2017 Griffiss Institute, All rights reserved.

You are receiving this information because of your affiliation to The Commercialization Academy and/or the Air Force Research Laboratory Information Directorate, Rome, New York.

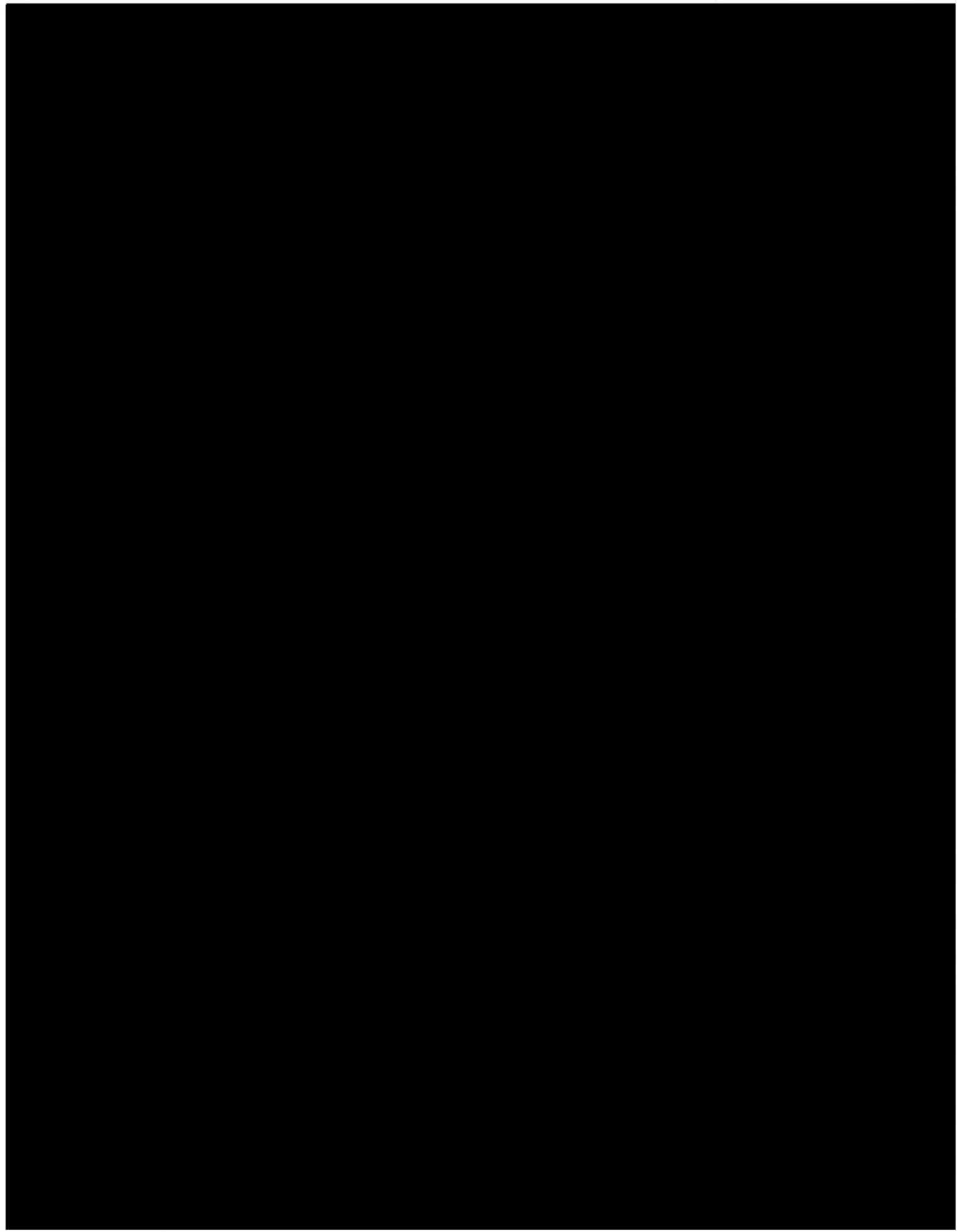
Our mailing address is:

Griffiss Institute
725 Daedalian Drive
Rome, NY 13441

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#)



Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Tuesday, December 08, 2015 5:07 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Daily updates
Attachments: 12-8-15 22802 Daily Summary Commissioner.pdf; Daily Update 12082015.pdf

Commissioner and Karen,

Attached are the daily updates. For umbrella Lot 2 Hardware, we have reached the number required for 20%, so we can now stand up the hardware contracts. We are continuing to work on other contracts to get all lots up and running.

Please let me know if you have any questions. Thank you.

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:



[nysprocurement](#)



[@NYSPRO](#)

22802 - Umbrella Status Update

12/8/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards	16	30	10	15
Required for 20%	13	10	11	14
Final Contracts Sent to Vendor for Signature	9	15	5	9
Signed Contracts Returned from Vendor	6	10	5	6
Contracts Fully Executed	6	10	5	6

Listing of Executed Contracts				
Aerohive Networks Inc.	N/A	Yes	N/A	N/A
EMC Corporation D/B/A EMC of Massachusetts	Yes	Yes	Yes	Yes
Enforcement Video, LLC D/B/A WatchGuard Video	Yes	Yes	N/A	N/A
Fujitsu America, Inc.	N/A	Yes	N/A	N/A
NetApp, Inc.	Yes	Yes	N/A	Yes
Storage Engine, Inc.	N/A	Yes	Yes	Yes
Unisys Corporation	Yes	Yes	Yes	Yes
Assetworks LCC	Yes	Yes	Yes	Yes
Ergotron, Inc.	N/A	Yes	N/A	N/A
Avaya, Inc. D/B/A Avaya	Yes	Yes	Yes	Yes
Total	6	10	5	6

Solicitation # 22772 - Project Based Information Technology Consulting Services

Daily Update:

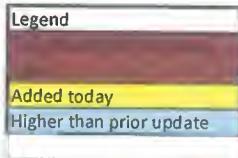
Tuesday, December 8, 2015

12:30PM

Fully Executed Contracts (signed by Kathy)						SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
	Lot # Totals	34	56	15	21	25							
#	Contractor	Lot 1	Lot 2	Lot 3					Lot 1	36	36	34	13
1	22nd Century	x	x	x			MBE	Lot 2	65	60	56	25	
2	Accenture LLP		x	x				Lot 3	16	16	15	6	Higher
3	Acro Service Corp		x										
4	Aeon Nexus Corporation	x	x		SBE	MBE			Count of Vendors	Lot 1	Lot 2	Lot 3	
S	APPLIED GEOGRAPHIC'S, INC.		x					Phase I	62	33	50	14	
6	Artech Information Systems		x					Phase II	67	23	S1	5	
7	Atria Consulting, LLC	x	x			WBE		Price Clarifications	0	0	0	0	
8	Bowne Management Systems	x	x		SBE			Multiple Issues	0	0	0	0	
9	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x					Minimum Qualifications	S	1	4	2	
10	Business Logic Inc.	x			5BE			Tentative DQ	56	27	36	S	
11	CherryRoad Technologies		x	x				Total	190				
12	CMA	x	x	x		WBE							
13	Cagent Technologies Inc	x			SBE								
14	Compulink Technologies Inc.	x	x		SBE	MBE							
15	CRGT Inc.		x	x									
16	CSG GOVERNMENT SOLUTIONS, INC.		x										
17	Dell Marketing L.P.		x										
18	Deloitte Consulting		x	x									
19	Digits LLC	x			SBE								
20					SBE								
21	DLT Solutions		x										
22	DOCUMENTATION STRATIGIES, INC.	x			SBE	WBE							
23	DONIA & ASSOCIATES LLC	x	x		SBE	MWBE							
24	DynTek Services, Inc		x										
25	ECC Technologies Inc.	x	x										
26	EMC Corp.		x										
27	Environmental Systems Research Institute, Inc. D/B/A Esri		x										
28	Fountains Spatial, Inc.		x										
29	GARNET RIVER, LLC	x	x			WBE							
30	Gartner		x	x									
31	Genesys Consulting Services, Inc.	x	x		SBE	WBE							
32	Grant Thornton		x										
33	HLN CONSULTING, LLC	x											
34	HP		x	x									
35	Infor Public Sector, Inc.		x										
36	Infosys International, Inc.	x	x		SBE	MWBE							
37	InnoSoul	x			SBE	MWBE							
38	Intueor Consulting	x	x			MBE							
39	IQ Infotek Inc.	x	x			MBE							

Contracts at Vendors for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
	Totals	0	0	0

40	Janus Software	x	x			WBE
41	KMQ Enterprises	x	x		SBE	WBE
42	Knowledge Builders Inc.	x	x		SBE	WBE
43	KPMG LLP		x	x		
44	Linium		x			
45	LogicalWave Technologies	x	x		SBE	
46	Metaformers, Inc.		x	x		
47	NaviSite, Inc.		x			
48	New York State Technology Enterprise Corporation (NY5TEC)		x	x		
49	NTT Data		x	x		
50	Oracle		x			
51	POD		x			
52	PruTech Solutions	x	x	x		MBE
53	P5I International, Inc.	x	x		SBE	MBE
54	QED Inc. D/B/A QED National	x				WBE
55	Sanghi Consulting, Inc.	x	x		SBE	MBE
56	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
57	Spruce Technology, Inc.	x			SBE	MBE
58	SVAM International Inc.	x	x			MBE
59	Systems Made Simple		x	x		
60	Tech Valley Talent, LLC	x	x		SBE	WBE
61	The Green Tree Group		x			
62	The North Highland Company		x			
63	Trigyn Technologies		x			
64	Troy Web Consulting	x			SBE	
65	Unique Comp Inc.	x	x			MWBE
66	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE	
67	Unysis Corp		x	x		



Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Wednesday, November 18, 2015 5:35 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: PBITS and Umbrella updates
Attachments: Daily Update 11182015_359pm.pdf; Copy of 11-18-15 22802 Pending Awards.xlsx

Commissioner and Karen,

Attached are the updates for PBITS and Umbrella. Please let me know if you have any questions. Thank you.

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  nysprocurement  @NYSPro

Solicitation # 22772 - Project Based Information Technology Consulting Services

Daily Update:

Wednesday, November 18

3:59 PM

Fully Executed Contracts (signed by Kathy)						SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
	Lot # Totals	33	52	13	22		24						
#	Contractor	Lot 1	Lot 2	Lot 3				Lot 1	32	34	33	13	
1	22nd Century	x	x	x			MBE	Lot 2	9	60	52	25	
2	Accenture LLP		x	x				Lot 3	15	16	13	6	
3	Acro Service Corp		x										
4	Aeon Nexus Corporation	x	x			SBE	MBE			Count of Vendors	Lot 1	Lot 2	Lot 3
S	APPLIED GEOGRAPHIC'S, INC.		x					Phase I	64	33	52	16	
6	Atria Consulting, LLC	x	x				WBE	Phase II	61	20	47	5	
7	Bowne Management Systems	x	x			SBE		Price Clarifications	0	0	0	0	
8	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x					Multiple Issues	2	0	2	0	
9	Business Logic Inc.	x				SBE		Minimum Qualifications	11	5	9	3	
10	CherryRoad Technologies		x	x				Tentative DQ	52	26	38	6	
11	Cogent Technologies Inc	x				SBE		Total	190				
12	Compulink Technologies Inc.	x	x			SBE	MBE						
13	CRGT Inc.		x	x									
14	CSG GOVERNMENT SOLUTIONS, INC.		x										
15	Dell Marketing L.P.		x										
16	Digits LLC	x				SBE							
17	DIRAD TECHNOLOGIES, INC.	x				SBE							
18	DLT Solutions		x										
19	DOCUMENTATION STRATIGIES, INC.	x				SBE	WBE						
20	DONIA & ASSOCIATES LLC	x	x			SBE	MWBE						
21	DynTek Services, Inc		x										
22	ECC Technologies Inc.	x	x										
23	EMC Corp.		x										
24	Environmental Systems Research Institute, Inc. D/B/A Esri		x										
25	Fountains Spatial, Inc.		x										
26	GARNET RIVER, LLC	x	x				WBE						
27	Gartner		x	x									
28	Genesys Consulting Services, Inc.	x	x			SBE	WBE						
29	Grant Thornton		x										
30	HLN CONSULTING, LLC		x										
31	HP		x	x									
32	Infor Public Sector, Inc.		x										
33	Infosys International, Inc.	x	x			SBE	MWBE						
34	InnoSoul	x				SBE	MWBE						
35	Intueor Consulting	x	x				MBE						
36	IQ Infotek Inc.	x	x				MBE						
37	Janus Software	x	x				WBE						
38	KMQ Enterprises	x	x			SBE	WBE						

Contracts at Vendors for Signature

#	Contractor	Lot 1	Lot 2	Lot 3
1	AdvizeX Technologies, LLC D/B/A/ Rolta AdvizeX		x	
2	Artech Information Systems LLC		x	
	Totals	0	2	0

39	Knowledge Builders Inc.	x	x		SBE	WBE
40	KPMG LLP		x	x		
41	Linium		x			
42	LogicalWave Technologies	x	x		SBE	
43	Metaformers, Inc.		x	x		
44	NaviSite, Inc.		x			
45	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
46	NTT Data		x	x		
47	Oracle		x			
48	POD		x			
49	PruTech Solutions	x	x	x		MBE
50	PSI International, Inc.	x	x		SBE	MBE
51	QED Inc. D/B/A QED National	x				WBE
52	Sanghi Consulting, Inc.	x	x		SBE	MBE
53	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
54	Spruce Technology, Inc.	x			SBE	MBE
55	SVAM International Inc.	x	x			MBE
56	Systems Made Simple		x	x		
57	Tech Valley Talent, LLC	x	x		SBE	WBE

22802 Final Contract Listing

	Software	Hardware	Cloud	Implementation
	Lot 1	Lot 2	Lot 3	Lot 4
Vendors to Receive Final Contract 11/19/15				
	3	5	3	4

Additional Vendors (Under Review) to Receive Final Contract by 11/20/15

2	3	1	3
---	---	---	---

Vendors to Receive 4-Corners With Appendix J.1 by 11/24/15

1	1	0	0
---	---	---	---

Additional Vendors (Under Review) to Receive 4-Corners With Appendix J.1 by 11/24/15

2	3	2	2
---	---	---	---

Total Number of Final Awards to be Issued by 11/24/15	8	12	6	9
Number Required for 20%	13	10	11	14

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Friday, December 18, 2015 5:16 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Umbrella and PBITS update
Attachments: 12-18-15 22802 Daily Summary Commissioner.pdf; Daily Update 12182015.pdf

Commissioner and Karen,

Please see attached updates. For umbrella, [REDACTED]
Today we added Citrix for Lots 1,2,3 and 4 and Checkpoint for Lots 1 and 2. In addition, Checkpoint has 3 SDVOBs for resellers [REDACTED] We currently have enough contracts out for signature to meet the 20%, for each remaining lot, and we continue to email and call those vendors on a daily basis.

[REDACTED]

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  nysprocurement  @NYSPPro

Fully Executed Contracts						SBE	MBE & WBEs	Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
#	Contractor	Lot 1	Lot 2	Lot 3								
1	22nd Century	x	x	x		MBE	Lot 1	37	40	34	13	
2	Accenture LLP		x	x			Lot 2	6B	66	S6	2S	
3	Acro Service Corp		x				Lot 3	16	16	1S	6	
4	Advizex Technologies		x						Count of Vendors	Lot 1	Lot 2	Lot 3
5	Aeon Nexus Corporation	x	x		SBE	MBE	Phase I		62	33	50	14
6	APPLIED GEOGRAPHIC'S, INC.		x				Phase II		66	22	S0	4
7	Artech Information Systems		x				Price Clarifications		0	0	0	0
8	Atria Consulting, LLC	x	x			WBE	Multipie Issues		0	0	0	0
9	Bowne Management Systems	x	x		SBE		Minimum Qualifications		3	1	2	1
10	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS inc.		x				Tentative DQ		S9	28	39	6
11	Business Logic inc.	x			SBE		Total		190			
12	CherryRoad Technologies		x	x								
13	CMA	x	x	x		WBE						
14	Cogent Technologies Inc	x			SBE							
15	Compulink Technologies Inc.	x	x		SBE	MBE						
16	CRGT Inc.		x	x								
17	CSG GOVERNMENT SOLUTIONS, INC.		x									
19	Deloitte Consulting		x	x								
20	Digits LLC	x			SBE							
21	DIRAD TECHNOLOGIES, INC.	x			SBE							
22	DLT Solutions		x									
23	DOCUMENTATION STRATIGIES, INC.	x			SBE	WBE						
24	DONIA & ASSOCIATES LLC	x	x		SBE	MWBE						
25	DynTek Services, Inc		x									
26	ECC Technologies Inc.	x	x									
27	EMC Corp.		x									
28	Environmental Systems Research Institute, Inc. D/B/A Esri		x									
29	Fountains Spatial, Inc.		x									
30	GARNET RIVER, LLC	x	x			WBE						
31	Gartner		x	x								
32	Genesys Consulting Services, Inc.	x	x		SBE	WBE						
33	Grant Thornton		x									
34	HLN CONSULTING, LLC		x									
35	HP		x	x								
36	Infor Public Sector, Inc.		x									
37	Infosys International, inc.		x	x	SBE	MWBE						
38	InnoSoul	x			SBE	MWBE						
39	Intueor Consulting	x	x			MBE						
40	IQ infotek Inc.	x	x			MBE						
41	Janus Software	x	x			WBE						

Contracts at Vendors for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	Ernst & Young		x	
2	IV4	x		
3	V Group	x	x	
	Totals	2	2	0

42	KMQ Enterprises	x	x		SBE	WBE
43	Knowledge Builders Inc.	x	x		SBE	WBE
44	KPMG LLP		x	x		
45	Linium		x			
46	LogicalWave Technologies	x	x		SBE	
47	Metaformers, Inc.		x	x		
48	NaviSite, Inc.		x			
49	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
S0	NTT Data		x	x		
S1	Oracle		x			
S2	POD		x			
S3	PruTech Solutions	x	x	x		MBE
S4	PSI International, Inc.	x	x		SBE	MBE
SS	QED Inc. D/B/A QED National	x				WBE
S6	Sanghi Consulting, Inc.	x	x		SBE	MBE
S7	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
S8	Spruce Technology, Inc.	x			SBE	MBE
S9	SVAM International Inc.	x	x			MBE
60	Systems Made Simple		x	x		
61	Tech Valley Talent, LLC	x	x		SBE	WBE
62	The Green Tree Group		x			
63	The North Highland Company		x			
64	Trigyn Technologies		x			
65	Troy Web Consulting	x			SBE	
66	Unique Comp Inc.	x	x			MWBE
67	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE	
68	Unysis Corp		x	x		

Legend
Added today
Higher than prior update

22802 - Umbrella Status Update

12/18/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Final Contracts Sent to Vendor for Signature	17	23	11	15
Signed Contracts Returned from Vendor	11	14	8	9
Contracts Fully Executed	11	14	8	9
Required for 20%	13	10	11	13

Listing of Executed Contracts				
	N/A	Yes	N/A	N/A
Aerohive Networks Inc.	N/A	Yes	N/A	N/A
Assetworks LCC	Yes	Yes	Yes	Yes
Avaya, Inc. D/B/A Avaya	Yes	Yes	Yes	Yes
Checkpoint Software	Yes	Yes	N/A	N/A
Citrix Systems, Inc.	Yes	Yes	Yes	N/A
Currier, McCabe and Associates, Inc. D/B/A CMA Consulting Services	Yes	N/A	Yes	Yes
Dell Marketing LP	Yes	Yes	Yes	Yes
EMC Corporation D/B/A EMC of Massachusetts	Yes	Yes	Yes	Yes
Enforcement Video, LLC D/B/A WatchGuard Video	Yes	Yes	N/A	N/A
Ergotron, Inc.	N/A	Yes	N/A	N/A
Fujitsu America, Inc.	N/A	Yes	N/A	N/A
NEC Corporation of America	Yes	Yes	N/A	Yes
NetApp, Inc.	Yes	Yes	N/A	Yes
Storage Engine, Inc.	N/A	Yes	Yes	Yes
Unisys Corporation	Yes	Yes	Yes	Yes
Total	11	14	8	9

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Thursday, December 17, 2015 5:10 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Umbrella PBITS update
Attachments: 12-17-15 22802 Daily Summary.pdf; Daily Update 12172015.pdf

Commissioner and Karen,

Subsequent to the Umbrella update today, I have also signed Dell for Lots 1,2,3, and 4; so that will be reflected in the numbers for tomorrow. There are also a few more contracts that we know are either on their way in (i.e. received electronic signature page) or hard copy currently being prepared for my signature.

[REDACTED]

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  nysprocurement  @NYSPPro

22802 - Umbrella Status Update

12/17/2015

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 -
Total Proposals	70	64	59	73
Multiple, Complex Issues	7	13	4	6
Proposals Under Evaluation	63	51	55	67

Clarifications - Applies to All-Lots			
	Sent		Resolved
Administrative	216		107
Insurance	204		27
Insurance to Cool	58		N/A
Insurance Returned by Cool	57		N/A
Vendor Responsibility	137		67

	Lot-Specific Clarifications							
	Lot 1 - Software		Lot 2 - Hardware		Lot 3 - Cloud		Lot 4 -	
	Sent	Resolved	Sent	Resolved	Sent	Resolved	Sent	Resolved
Verifiable Sales	31	18	68	30	29	12	35	16
Lot Products	13	17	34	23	9	11	14	15
Reasonableness of Price	13	17	34	23	9	11	14	15

Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 -
Tentative Awards	16	30	10	15
Required for 20%	13	10	11	13
Final Contracts Sent to Vendor for Signature	17	23	11	15
Signed Contracts Returned from Vendor	11	14	8	9
Contracts Fully Executed	8	11	6	8
<i>Listing of Executed Contracts</i>				

Solicitation # 22772 - Project Based Information Technology Consulting Services

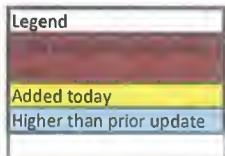
Daily Update: Thursday, December 17, 2015

12:57 PM

Fully Executed Contracts					SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
#	Contractor	Lot 1	Lot 2	Lot 3				Lot 1	40	34	13
1	22nd Century	x	x	x		MBE	Lot 2	67	66	57	25
2	Accenture LLP		x	x			Lot 3	16	16	15	6
3	Acro Service Corp	x									
4	Advizex Technologies		x							Count of Vendors	Lot 1
5	Aeon Nexus Corporation	x	x		SBE	MBE	Phase I	62	33	50	14
6	APPLIED GEOGRAPHIC'S, INC.		x				Phase II	66	22	50	4
7	Artech Information Systems		x				Price Clarifications	0	0	0	0
8	Atria Consulting, LLC	x	x			WBE	Multiple Issues	0	0	0	0
9	Bowne Management Systems	x	x		SBE		Minimum Qualifications	3	1	2	1
10	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x				Tentative DQ	59	28	39	6
11	Business Logic Inc.	x			SBE		Total	190			
12	CherryRoad Technologies		x	x							
13	CMA	x	x	x		WBE					
14	Cogent Technologies Inc	x			SBE						
15	Compulink Technologies Inc.	x	x		SBE	MBE					
16	CRGT Inc.		x	x							
17	CSG GOVERNMENT SOLUTIONS, INC.		x								
18	Dell Marketing L.P.		x								
19	Deloitte Consulting		x	x							
20	Digits LLC	x			SBE						
21	DIRAD TECHNOLOGIES, INC.	x			SBE						
22	DLT Solutions		x								
23	DOCUMENTATION STRATIGIES, INC.	x			SBE	WBE					
24	DONIA & ASSOCIATES LLC	x	x		SBE	MWBE					
25	DynTek Services, Inc		x								
26	ECC Technologies Inc.	x	x								
27	EMC Corp.		x								
28	Environmental Systems Research Institute, Inc. D/B/A Esri		x								
29	Fountains Spatial, Inc.		x								
30	GARNET RIVER, LLC	x	x			WBE					
31	Gartner		x	x							
32	Genesys Consulting Services, Inc.	x	x		SBE	WBE					
33	Grant Thornton		x								
34	HLN CONSULTING, LLC		x								
35	HP		x	x							
36	Infor Public Sector, Inc.		x								
37	Infosys International, Inc.	x	x		SBE	MWBE					
38	InnoSoul	x			SBE	MWBE					

Contracts at Vendors for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	Cognosante		x	
2	Ernst & Young		x	
3	IPCS	x		
4	IV4	x		
5	V Group	x	x	
	Totals	3	3	0

39	Intueor Consulting	x	x			MBE
40	IQ Infotek Inc.	x	x			MBE
41	Janus Software	x	x			WBE
42	KMQ Enterprises	x	x		SBE	WBE
43	Knowledge Builders Inc.	x	x		SBE	WBE
44	KPMG LLP		x	x		
45	Linium		x			
46	LogicalWave Technologies	x	x		SBE	
47	Metaformers, Inc.		x	x		
48	NaviSite, Inc.		x			
49	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
50	NTT Data		x	x		
51	Oracle		x			
52	POD		x			
53	PruTech Solutions	x	x	x		MBE
54	PSI International, Inc.	x	x		SBE	MBE
55	QED Inc. D/B/A QED National	x				WBE
56	Sanghi Consulting, Inc.	x	x		SBE	MBE
57	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
58	Spruce Technology, Inc.	x			SBE	MBE
59	SVAM International Inc.	x	x			MBE
60	Systems Made Simple		x	x		
61	Tech Valley Talent, LLC	x	x		SBE	WBE
62	The Green Tree Group		x			
63	The North Highland Company		x			
64	Trigyn Technologies		x			
65	Troy Web Consulting	x			SBE	
66	Unique Comp Inc.	x	x			MWBE
67	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE	
68	Unysis Corp		x	x		



Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Tuesday, December 15, 2015 5:54 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: FW: Daily updates PBITS Umbrella
Attachments: Umbrella status 12.15.15.pdf; PBITS Update 12152015.pdf

Commissioner and Karen,

Attached are the daily updates. Additional PBITS and Umbrella contracts were sent out today (including LPA Software Solutions.) We will post additional awards for both PBITS and Umbrella by the end of the week.

Let us know if you have any questions. Thank you.

Karen Fowler, CPPB
Assistant Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-6920 | karen.fowler@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  [nysprocurement](#)  [@NYSPRO](#)

This transmission may contain confidential or privileged information which is intended for use by the individual or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, copying or distribution of this transmission or its attachments is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the above address and delete the transmission and its attachments.

22802 - Umbrella Status Update

12/14/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards	16	30	10	15
Required for 20%	13	10	11	13
Final Contracts Sent to Vendor for Signature	16	22	11	15
Signed Contracts Returned from Vendor	8	11	6	8
Contracts Fully Executed	8	11	6	8

Fully Executed Contracts						SBE	MBE & WBEs	Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
#	Contractor	Lot #	Totals	34	56	15	21	25	38	34	13	
#	Contractor	Lot 1	Lot 2	Lot 3			MBE	Lot 1	35	65	56	25
1	22nd Century	x	x	x				Lot 2	65	65	56	25
2	Accenture LLP		x	x				Lot 3	16	16	15	6
3	Acro Service Corp		x									
4	Aeon Nexus Corporation	x	x				SBE	M8E			Count of Vendors	Lot 1
5	APPLIED GEOGRAPHIC'S, INC.		x							Phase I	62	33
6	Artech Information Systems		x							Phase II	65	22
7	Atria Consulting, LLC	x	x					WBE		Price Clarifications	0	0
8	Bowne Management Systems	x	x				SBE			Multiple Issues	0	0
9	Business Information Technology Solutions Inc. D/8/A The Bits Group, BITS Inc.		x							Minimum Qualifications	4	1
10	Business Logic Inc.	x					SBE			Tentative DQ	59	28
11	CherryRoad Technologies		x	x						Total	190	
12	CMA	x	x	x				WBE				
13	Cogent Technologies Inc	x					SBE					
14	Compulink Technologies Inc.	x	x				SBE	MBE				
15	CRGT Inc.		x	x								
16	CSG GOVERNMENT SOLUTIONS, INC.		x									
17	Dell Marketing L.P.		x									
18	Deloitte Consulting		x	x								
19	Digits LLC		x				SBE					
20	DiRAD TECHNOLOGIES, INC.	x					SBE					
21	DLT Solutions		x									
22	DOCUMENTATION STRATEGIES, INC.	x					SBE	WBE				
23	DONIA & ASSOCIATES LLC	x	x				SBE	MWBE				
24	DynTek Services, Inc		x									
25	ECC Technologies Inc.	x	x									
26	EMC Corp.		x									
27	Environmental Systems Research Institute, Inc. D/B/A Esri		x									
28	Fountains Spatial, Inc.		x									
29	GARNET RIVER, LLC	x	x					WBE				
30	Gartner		x	x								

Contracts at Vendors for Signature					
#	Contractor	Lot 1	Lot 2	Lot 3	
1	Cognosante			x	
2	CTG Incorporated			x	
3	Ernst & Young		x		
4	Greenmann-Pedeerse n	x	x		
5	IPCS	x			
6	LPA				
7	V Group	x	x		
8	Verizon .		x		
	Totals	3	6	0	

31	Genesys Consulting Services, Inc.	x	x		SBE	WBE
32	Grant Thornton		x			
33	HLN CONSULTING, LLC		x			
34	HP		x	x		
35	Infor Public Sector, Inc.		x			
36	Infosys International, Inc.	x	x		SBE	MWBE
37	InnoSoul	x			SBE	MWBE
38	Intueor Consulting	x	x			MBE
39	IQ Infotek Inc.	x	x			MBE
40	Janus Software	x	x			WBE
41	KMQ Enterprises	x	x		SBE	WBE
42	Knowledge Builders Inc.	x	x		SBE	WBE
43	KPMG LLP		x	x		
44	Linium		x			
45	LogicalWave Technologies	x	x		SBE	
46	Metaformers, Inc.		x	x		
47	NaviSite, Inc.		x			
48	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
49	NTT Data		x	x		
50	Oracle		x			
51	POD		x			
52	PruTech Solutions	x	x	x		MBE
53	PSI International, Inc.	x	x		SBE	MBE
54	QED Inc. D/B/A QED National	x				WBE
55	Sanghi Consulting, Inc.	x	x		SBE	MBE
56	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
57	Spruce Technology, Inc.	x			SBE	MBE
58	SVAM International Inc.	x	x			MBE
59	Systems Made Simple		x	x		
60	Tech Valley Talent, LLC	x	x		SBE	WBE
61	The Green Tree Group		x			
62	The North Highland Company		x			
63	Trigyn Technologies		x			
64	Troy Web Consulting	x			SBE	
65	Unique Comp Inc.	x	x			MWBE
66	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE	
67	Unysis Corp		x	x		

Legend
Added today
Added today

Higher than prior update

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Monday, December 14, 2015 4:48 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Daily updates PBITS Umbrella
Attachments: Umbrella Status 121415.pdf; PBITS Status 12142015 (2).pdf

Commissioner and Karen,

Attached are the daily updates. Ten Lot 2 Hardware contracts were posted Friday afternoon to our website and are available for use. We have two additional executed contracts to post to the website so far this week.

Regarding PBITS, we also have two additional executed contracts to post to the website.

Let us know if you have any questions. Thank you.

Karen Fowler, CPPB

Assistant Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-6920 | karen.fowler@ogs.ny.gov

www.nyspro.ogs.ny.gov

Follow Us:  [nysprocurement](https://www.facebook.com/nysprocurement)  [@NYSPRO](https://twitter.com/nySPro)

This transmission may contain confidential or privileged information which is intended for use by the individual or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, copying or distribution of this transmission or its attachments is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the above address and delete the transmission and its attachments.

22802 - Umbrella Status Update

12/10/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards	16	30	10	15
Required for 20%	13	10	11	14
Final Contracts Sent to Vendor for Signature	14	20	10	14
Signed Contracts Returned from Vendor	8	11	6	8
Contracts Fully Executed	6	10	5	6

22802 - Umbrella Status Update

12/14/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards	16	30	10	15
Required for 20%	13	10	11	13
Final Contracts Sent to Vendor for Signature	14	20	10	14
Signed Contracts Returned from Vendor	8	11	6	8
Contracts Fully Executed	8	11	6	8

Fully Executed Contracts						SBE	M8E & W8Es		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%		
#	Contractor	Lot #	Totals	34	56	15	21	25	Lot 1	35	37	34	13	
#	Contractor	Lot 1	Lot 2	Lot 3					Lot 1	64	65	56	25	
1	22nd Century	x	x	x					Lot 2	64	65	56	25	
2	Accenture LLP		x	x					Lot 3	16	16	15	6	
3	Acro Service Corp		x											
4	Aeon Nexus Corporation	x	x				SBE	MBE			Count of Vendors	Lot 1	Lot 2	Lot 3
5	APPLIED GEOGRAPHIC'S, INC.		x						Phase I	62	33	50	14	
6	Artech Information Systems		x						Phase II	66	22	50	4	
7	Atria Consulting, LLC	x	x						Price Clarifications	0	0	0	0	
8	Bowne Management Systems	x	x				SBE		Multiple Issues	0	0	0	0	
9	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS inc.		x						Minimum Qualifications	4	1	3	2	
10	Business Logic Inc.	x					SBE		Tentative DQ	58	28	38	6	
11	CherryRoad Technologies		x	x					Total	190				
12	CMA	x	x	x				WBE						
13	Cogent Technologies Inc	x					SBE							
14	Compulink Technologies Inc.	x	x				SBE	MBE						
15	CRGT Inc.		x	x										
16	CSG GOVERNMENT SOLUTIONS, INC.		x											
17	Dell Marketing L.P.		x											
18	Deloitte Consulting		x	x										
19	Digits LLC	x					SBE							
20	DIRAD TECHNOLOGIES, INC.	x					5BE							
21	DLT Solutions		x											
22	DOCUMENTATION STRATIGIES, INC.	x					SBE	W8E						
23	DONIA & ASSOCIATES LLC	x	x				SBE	MWBE						
24	DynTek Services, Inc		x											
25	ECC Technologies Inc.	x	x											
26	EMC Corp.		x											
27	Environmental Systems Research Institute, Inc. D/B/A Esri		x											
28	Fountains Spatial, Inc.		x											
29	GARNET RIVER, LLC	x	x					WBE						
30	Gartner		x	x										
31	Genesys Consulting Services, Inc.	x	x				SBE	WBE						
32	Grant Thornton		x											
33	HLN CONSULTING, LLC		x											
34	HP		x	x										
35	Infor Public Sector, inc.		x											
36	Infosys International, Inc.	x	x				SBE	MWBE						
37	InnoSoul	x					SBE	MWBE						
38	intueor Consulting	x	x					MBE						
39	IQ Infotek Inc.	x	x					MBE						
40	Janus Software	x	x					W8E						
41	KMQ Enterprises	x	x				SBE	W8E						
42	Knowledge Builders Inc.	x	x				SBE	WBE						
43	KPMG LLP		x	x										
44	Linium		x											
45	LogicalWave Technologies	x	x				SBE							
46	Metaformers, Inc.		x	x										

Contracts at Vendors for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	Cognosante		x	
2	CTG Incorporated		x	
3	Greenmann-Pedeerse	x	x	
4	LPA			
5	V Group	x	x	
6	Verizon		x	
	Totals	2	5	0

47	NaviSite, Inc.		x			
48	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
49	NTT Data		x	x		
S0	Oracle		x			
S1	POD		x			
S2	PruTech Solutions	x	x	x		MBE
S3	PSI International, Inc.	x	x		SBE	MBE
S4	QED Inc. D/B/A QED National	x				WBE
SS	Sanghi Consulting, Inc.	x	x		SBE	MBE
S6	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
S7	Spruce Technology, Inc.	x			SBE	MBE
S8	SVAM International Inc.	x	x			MBE
S9	Systems Made Simple		x	x		
60	Tech Valley Talent, LLC	x	x		SBE	WBE
61	The Green Tree Group		x			
62	The North Highland Company		x			
63	Trigyn Technologies		x			
64	Troy Web Consulting	x			SBE	
65	Unique Comp Inc.	x	x			MWBE
66	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE	
67	Unysis Corp		x	x		

Legend	
	Added today
	Higher than prior update

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Thursday, December 10, 2015 1:49 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Daily updates PBITS Umbrella
Attachments: Daily Update 12102015.pdf; 12-10-15 22802 Daily Summary Commissioner.pdf

Commissioner and Karen,

Attached are the daily updates. As noted, we have reached the critical number for 20% Lot 2 Hardware. We are issuing a purchase memo today notifying authorized users that this lot will be available for use within the next couple of days; we are just uploading the necessary documents to the website. We have also included the listing of Contractors that will be available at this time, in the purchase memo. Additionally, we are still on track to meet our commitment to have all lots available before the end of this month.

Regarding PBITS, [REDACTED]

Let us know if you have any questions. Thank you.

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:



[nysprocurement](#)



[@NYSPPro](#)

Fully Executed Contracts						SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%		
#	Contractor	Lot #	Totals	34	56	15	21	25						
#	Contractor	Lot 1	Lot 2	Lot 3					Lot 1	35	36	34	13	
1	22nd Century	x	x	x					Lot 2	64	64	56	25	
2	Accenture LLP		x	x					Lot 3	16	16	15	6	
3	Acro Service Corp		x											
4	Aeon Nexus Corporation	x	x				SBE	MBE			Count of Vendors	Lot 1	Lot 2	Lot 3
5	APPLIED GEOGRAPHIC'S, INC.		x						Phase I	62	33	50	14	
6	Artech Information Systems		x						Phase II	66	22	50	4	
7	Atria Consulting, LLC	x	x						Price Clarifications	0	0	0	0	
8	Bowne Management Systems	x	x				SBE		Multiple Issues	0	0	0	0	
9	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x						Minimum Qualifications	5	1	4	2	
10	Business Logic Inc.	x					SBE		Tentative DQ	57	28	37	6	
11	CherryRoad Technologies		x	x					Total	190				
12	CMA	x	x	x				WBE						
13	Cogent Technologies Inc	x					SBE							
14	Compulink Technologies Inc.	x	x				SBE	MBE						
15	CRGT Inc.			x	x									
16	CSG GOVERNMENT SOLUTIONS, INC.		x											
17	Dell Marketing L.P.		x											
18	Deloitte Consulting		x	x										
19	Digits LLC	x					SBE							
20	DIRAD TECHNOLOGIES, INC.	x					SBE							
21	DLT Solutions		x											
22	DOCUMENTATION STRATIGIES, INC.		x				SBE	WBE						
23	DONIA & ASSOCIATES LLC	x	x				SBE	MWBE						
24	DynTek Services, Inc		x											
25	ECC Technologies Inc.	x	x											
26	EMC Corp.		x											
27	Environmental Systems Research Institute, Inc. D/B/A Esri		x											
28	Fountains Spatial, Inc.		x											
29	GARNET RIVER, LLC	x	x					WBE						
30	Gartner		x	x										
31	Genesys Consulting Services, Inc.	x	x				SBE	WBE						
32	Grant Thornton		x											
33	HLN CONSULTING, LLC		x											
34	HP		x	x										
35	Infor Public Sector, Inc.		x											
36	Infosys International, Inc.	x	x				SBE	MWBE						
37	InnoSoul	x					SBE	MWBE						
38	Intueor Consulting	x	x					MBE						
39	IQ Infotek Inc.	x	x					MBE						
40	Janus Software	x	x					WBE						
41	KMQ Enterprises	x	x				SBE	WBE						
42	Knowledge Builders Inc.	x	x				SBE	WBE						
43	KPMG LLP		x	x										
44	Linium		x											
45	LogicalWave Technologies	x	x				SBE							
46	Metaformers, Inc.		x	x										

Contracts at Vendors for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	Cognosant e		x	
2	CTG Incorporat ed		x	
3	Verizon		x	
4	V Group	x	x	
	Totals	1	4	0

47	NaviSite, Inc.		x			
48	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
49	NTT Data		x	x		
50	Oracle		x			
51	POD		x			
52	PruTech Solutions	x	x	x		MBE
53	PSI International, Inc.	x	x		SBE	MBE
54	QED Inc. D/B/A QED National	x				WBE
55	Sanghi Consulting, Inc.	x	x		SBE	MBE
56	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
57	Spruce Technology, Inc.	x			SBE	MBE
58	SVAM International Inc.	x	x			MBE
59	Systems Made Simple		x	x		
60	Tech Valley Talent, LLC	x	x		SBE	WBE
61	The Green Tree Group		x			
62	The North Highland Company		x			
63	Trigyn Technologies		x			
64	Troy Web Consulting	x			SBE	
65	Unique Comp Inc.	x	x			MWBE
66	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE	
67	Unysis Corp		x	x		

Legend

Added today

Higher than prior update

22802 - Umbrella Status Update

12/10/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards	16	30	10	15
Required for 20%	13	10	11	14
Final Contracts Sent to Vendor for Signature	14	20	10	14
Signed Contracts Returned from Vendor	8	11	6	8
Contracts Fully Executed	6	10	5	6

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Wednesday, December 09, 2015 5:02 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Daily updates
Attachments: PBITS Update 12.09.2015.pdf; Umbrella Update 12.9.15.pdf

Commissioner and Karen,

Attached are the daily updates. We sent additional PBITS and Umbrella contracts to vendors for signature today. We're working to post Lot 2 Umbrella contracts on the website by the end of the week. [REDACTED]

Please let me know if you have any questions. Thank you.

Karen

Karen Fowler, CPPB

Assistant Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-6920 | karen.fowler@ogs.ny.gov

www.nyspro.ogs.ny.gov

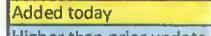
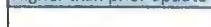
Follow Us:  [nysprocurement](#)  [@NYSPRO](#)

This transmission may contain confidential or privileged information which is intended for use by the individual or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, copying or distribution of this transmission or its attachments is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the above address and delete the transmission and its attachments.

Fully Executed Contracts (signed by Kathy)						SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
#	Contractor	Lot # Totals	34	56	15	21	25						
#	Contractor	Lot 1	Lot 2	Lot 3				Lot 1	36	36	34	13	
1	22nd Century	x	x	x			MBE	Lot 2	65	62	56	25	
2	Accenture LLP		x	x				Lot 3	16	16	15	6	
3	Acro Service Corp		x										
4	Aeon Nexus Corporation	x	x			SBE	MBE			Count of Vendors	Lot 1	Lot 2	Lot 3
5	APPLIED GEOGRAPHIC'S, INC.		x					Phase I	62	33	50	14	
6	Artech Information Systems		x					Phase II	66	22	50	4	
7	Atria Consulting, LLC	x	x				WBE	Price Clarifications	0	0	0	0	
8	Bowne Management Systems	x	x			SBE		Multiple Issues	0	0	0	0	
9	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x					Minimum Qualifications	5	1	4	2	
10	Business Logic Inc.	x				SBE		Tentative DQ	57	28	37	6	
11	CherryRoad Technologies		x	x				Total	190				
12	CMA	x	x	x			WBE						
13	Cogent Technologies Inc		x				SBE						
14	Compulink Technologies Inc.	x	x			SBE	MBE						
15	CRGT Inc.		x	x									
16	CSG GOVERNMENT SOLUTIONS, INC.		x										
17	Dell Marketing L.P.		x										
18	Deloitte Consulting		x	x									
19	Digits LLC	x				SBE							
20	INC					SBE							
21	DLT Solutions		x										
22	DOCUMENTATION STRATIGIES, INC.	x				SBE	WBE						
23	DONIA & ASSOCIATES LLC	x	x			SBE	MWBE						
24	DynTek Services, Inc		x										
25	ECC Technologies Inc.	x	x										
26	EMC Corp.		x										
27	Environmental Systems Research Institute, Inc. D/B/A Esri		x										
28	Fountains Spatial, Inc.		x										
29	GARNET RIVER, LLC	x	x				WBE						
30	Gartner		x	x									
31	Genesys Consulting Services, Inc.	x	x			SBE	WBE						
32	Grant Thornton		x										
33	HLN CONSULTING, LLC		x										
34	HP		x	x									
35	Infor Public Sector, Inc.		x										

Contracts at Vendors for Signature					
#	Contractor	Lot 1	Lot 2	Lot 3	
1	CTG Incorporated		x		
2	Cognosante		x		
	Totals	0	2	0	

36	infosys international, inc.	x	x		SBE	MWBE
37	innoSoul	x			SBE	MWBE
38	intueor Consulting	x	x			MBE
39	IQ infotek inc.	x	x			MBE
40	Janus Software	x	x			WBE
41	KMQ Enterprises	x	x		SBE	WBE
42	Knowledge Builders Inc.	x	x		SBE	WBE
43	KPMG LLP		x	x		
44	Linium		x			
45	LogicalWave Technologies	x	x		SBE	
46	Metaformers, inc.		x	x		
47	NaviSite, Inc.	x				
48	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
49	NTT Data		x	x		
50	Oracie		x			
S1	POD		x			
S2	PruTech Solutions	x	x	x		MBE
S3	PSI international, Inc.	x	x		SBE	MBE
S4	QED inc. D/B/A QED National	x				WBE
SS	Sanghi Consulting, Inc.	x	x		SBE	MBE
S6	Seven Seas Technologies, inc. D/B/A S2Tech	x				MBE
S7	Spruce Technology, Inc.	x			SBE	MBE
S8	SVAM International inc.	x	x			MBE
S9	Systems Made Simple		x	x		
60	Tech Valley Talent, LLC	x	x		SBE	WBE
61	The Green Tree Group		x			
62	The North Highland Company		x			
63	Trigyn Technologies		x			
64	Troy Web Consulting	x			SBE	
65	Unique Comp Inc.	x	x			MWBE
66	Universal Management Technology, inc. D/B/A/ Universal Management Solutions	x			SBE	
67	Unysis Corp		x	x		

Legend	
	Added today
	Higher than prior update
	

22802 - Umbrella Status Update

12/9/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards	16	30	10	15
Required for 20%	13	10	11	14
Final Contracts Sent to Vendor for Signature	13	19	8	14
Signed Contracts Returned from Vendor	6	10	5	6
Contracts Fully Executed	6	10	5	6

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Monday, December 07, 2015 3:33 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Daily updates
Attachments: Daily Update 12072015.pdf; 12-7-15 22802 Daily Summary Commissioner.pdf.pdf

Commissioner and Karen,

Attached are the daily updates for Umbrella and PBITS. As promised, we have begun signing contracts which equate to 7 signed contracts, or 18 awards based on multiple lots. We are 3 contracts away from standing up the hardware lot and anticipate that may occur tomorrow. The contracts also include 1 SDVOB reseller which is exciting.

Please let us know if you have any questions, thank you.

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  [nysprocurement](https://www.facebook.com/nysprocurement)  [@NYSPro](https://twitter.com/NYSPro)

Solicitation # 22772 - Project Based information Technology Consulting Services

Daily Update: Monday December 7, 2015

1:40PM

Fully Executed Contracts (signed by Kathy)					SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%		
#	Contractor	Lot #	Totals	34	56	15	21	25					
1	22nd Century	X		X	X			Lot 1	36	36	34	13	
2	Accenture LLP			X	X			MBE	Lot 2	65	60	56	25
3	Acro Service Corp			X					Lot 3	16	16	15	6
4	Aeon Nexus Corporation	X	X				SBE	MBE		Count of Vendors	Lot 1	Lot 2	Lot 3
5	APPLIED GEOGRAPHIC'S, INC.		X						Phase I	62	33	50	14
6	Artech Information Systems		X						Phase II	67	23	51	5
7	Atria Consulting, LLC	X	X					WBE	Price Clarifications	0	0	0	0
8	Bowne Management Systems	X	X				SBE		Multiple issues	0	0	0	0
9	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		X						Minimum Qualifications	5	1	4	2
10	Business Logic inc.	X					SBE		Tentative DQ	56	27	36	5
11	CherryRoad Technologies		X		X				Total	190			
12	CMA	X	X	X			WBE						
13	Cogent Technologies Inc	X					SBE						

14	Compulin k Technolog ies Inc.	x	x		SBE	MBE
15	CRGT Inc.		x	x		
16	CSG GOVERN MENT SOLUTION S, INC.		x			
17	Dell Marketing L.P.		x			
18	Deloitte Consultin g		x	x		
19	Digits LLC	x			SBE	
20	DMWD DEFIN ING INNOV ATION				SBE	
21	DLT Solutions		x			
22	DOCUME NTATION STRATIGIE S, INC.	x			SBE	WBE
23	DONIA & ASSOCIAT ES LLC	x	x		SBE	MWBE
24	DynTek Services, Inc	x				
25	ECC Techn	x	x			
26	EMC Corp.		x			
27	Environm ental Systems Research Institute, Inc. D/B/A Esri		x			
28	Fountains Spatial, Inc.		x			
29	GARNET RIVER, LLC	x	x			WBE
30	Gartner		x	x		
31	Genesys Consultin g Services, Inc.	x	x		SBE	WBE
32	Grant Thornton		x			

Contracts at Vendors for Signature					
#	Contracto r	Lot 1	Lot 2	Lot 3	
	Totals	0	0	0	

33	HLN CONSULTING, LLC		X			
34	HP		X	X		
35	Infor Public Sector, Inc.		X			
36	Infosys International, Inc.	X	X		SBE	MWBE
37	InnoSoul	X			SBE	MWBE
38	Intueor Consulting	X	X			MBE
39	IQ Infotek Inc.	X	X			MBE
40	Janus Software	X	X			WBE
41	KMQ Enterprise	X	X		SBE	WBE
42	Knowledge Builders Inc.	X	X		SBE	WBE
43	KPMG LLP		X	X		
44	Linium		X			
45	LogicalWave Technologies	X	X		SBE	
46	Metaformers, Inc.		X	X		
47	NaviSite, Inc.		X			
48	New York State Technology Enterprise Corporation (NYSTEC)		X	X		
49	NTT Data		X	X		
50	Oracle		X			
S1	POD		X			
S2	PruTech Solutions	X	X	X		MBE
53	PSI International, Inc.	X	X		SBE	MBE
S4	QED Inc. D/B/A QED National	X				WBE

SS	Sanghi Consulting, Inc.	X	X		SBE	MBE
S6	Seven Seas Technologies, Inc. D/B/A S2Tech	X				MBE
S7	Spruce Technology, Inc.	X			SBE	MBE
S8	SVAM International Inc.	X	X			MBE
S9	Systems Made Simple		X	X		
60	Tech Valley Talent, LLC	X	X		SBE	WBE
61	The Green Tree Group		X			
62	The North Highland Company		X			
63	Trigyn Technologies		X			
64	Troy Web Consulting	X			SBE	
65	Unique Comp Inc.	X	X			MWBE
66	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	X			SBE	
67	Unysis Corp		X	X		

Legend

Fully
executed -
may have
issue

Added today

Higher than prior update

22802 - Umbrella Status Update

12/7/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards	16	30	10	15
Required for 20%	13	10	11	14
Final Contracts Sent to Vendor for Signature	9	15	5	9
Signed Contracts Returned from Vendor	6	10	5	6
Contracts Fully Executed	4	7	3	4

Listing of Executed Contracts				
Aerohive Networks Inc.	N/A	Yes	N/A	N/A
EMC Corporation D/B/A EMC of Massachusetts	Yes	Yes	Yes	Yes
Enforcement Video, LLC D/B/A WatchGuard Video	Yes	Yes	N/A	N/A
Fujitsu America, Inc.	N/A	Yes	N/A	N/A
NetApp, Inc.	Yes	Yes	N/A	Yes
Storage Engine, Inc.	N/A	Yes	Yes	Yes
Unisys Corporation	Yes	Yes	Yes	Yes
	4	7	3	4

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Friday, December 04, 2015 5:03 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Subject: Daily updates
Attachments: 12-4-15_22802 Daily Summary Commissioner.pdf; Daily Update12032015.pdf

Commissioner and Karen,

Attached are the updates for today [REDACTED]

[REDACTED] Please let me know if you have any questions. Thank you.

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:



[nysprocurement](#)



[@NYSPRO](#)

22802 - Umbrella Status Update

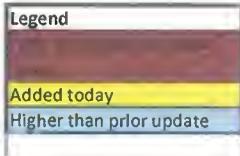
12/4/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards	16	30	10	15
Required for 20%	13	10	11	14
Final Contracts Sent to Vendor for Signature	9	15	5	9
Signed Contracts Returned from Vendor	5	7	3	4
Contracts Fully Executed	0	1	1	1
<i>Listing of Executed Contracts</i>	0	0	0	0

Fully Executed Contracts (signed by Kathy)				SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
#	Lot # Totals	34	56	15	21	25				
1	Contractor	Lot 1	Lot 2	Lot 3			Lot 1	36	36	34
22nd Century	x	x	x		MBE		Lot 2	65	60	56
Accenture LLP		x	x				Lot 3	16	16	15
Acro Service Corp		x								6
4	Aeon Nexus Corporation	x	x		SBE	MBE			Count of Vendors	Lot 1
APPLIED GEOGRAPHIC'S, INC.		x					Phase I	62	33	50
6	Artech Information Systems	x					Phase II	67	23	51
7	Atria Consulting, LLC	x	x			WBE	Price Clarifications	0	0	0
Bowne Management Systems	x	x			SBE		Multiple Issues	0	0	0
Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x					Minimum Qualifications	5	1	4
Business Logic Inc.	x				SBE		Tentative DQ	56	27	36
CherryRoad Technologies		x	x			WBE	Total	190		
12	CMA	x	x	x						
13	Cogent Technologies Inc	x				SBE				
Compulink Technologies Inc.	x									
15	CRGT Inc.		x	x						
16	C5G GOVERNMENT SOLUTIONS, INC.	x								
17	Dell Marketing L.P.	x								
18	Deloitte Consulting	x	x							
19	Digits LLC	x				SBE				
20	[REDACTED]					SBE				
21	DLT Solutions		x							
DOCUMENTATION										
22	STRATIGIES, INC.	x				SBE	WBE			
23	DONIA & ASSOCIATES LLC	x	x			SBE	MWBE			
24	DynTek Services, Inc		x							
25	ECC Technologies Inc.	x	x							
26	EMC Corp.		x							
	Environmental Systems Research Institute, Inc.									
27	D/B/A Esri		x							
28	Fountains Spatial, Inc.		x							
29	GARNET RIVER, LLC	x	x				WBE			
30	Gartner		x	x						
	Genesys Consulting Services, Inc.	x	x			SBE	WBE			
32	Grant Thornton		x							
33	HLN CONSULTING, LLC		x							
34	HP		x	x						
35	Infor Public Sector, Inc.		x							
36	Infosys International, Inc.	x	x			SBE	MWBE			
37	InnoSoul	x				SBE	MWBE			

Contracts at Vendors for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	AdvizeX Technologies, LLC D/B/A/ Rolta			
	Totals	0	1	0

38	Intueor Consulting	x	x			MBE
39	IQ Infotek Inc.	x	x			MBE
40	Janus Software	x	x			WBE
41	KMQ Enterprises	x	x		SBE	WBE
42	Knowledge Builders Inc.	x	x		SBE	WBE
43	KPMG LLP		x	x		
44	Linium		x			
45	LogicalWave Technologies	x	x		SBE	
46	Metaformers, Inc.		x	x		
47	NaviSite, Inc.		x			
48	New York State Technology Enterprise Corporation (NYSTEC)					
49	NTT Data		x	x		
S0	Oracle		x			
S1	POD		x			
S2	PruTech Solutions	x	x	x		MBE
S3	PSI International, Inc.	x	x		SBE	MBE
	QED Inc. D/B/A QED					
S4	National	x				WBE
SS	Sanghi Consulting, Inc.	x	x		SBE	MBE
S6	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
S7	Spruce Technology, Inc.	x			SBE	MBE
S8	SVAM International Inc.	x	x			MBE
S9	Systems Made Simple		x	x		
60	Tech Valley Talent, LLC	x	x		SBE	WBE
61	The Green Tree Group		x			
62	The North Highland Company		x			
63	Trigyn Technologies		x			
64	Troy Web Consulting	x			SBE	
65	Unique Comp Inc.	x	x			MWBE
66	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE	
67	Unysis Corp		x	x		



Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Thursday, December 03, 2015 4:56 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: PBITS and Umbrella updates
Attachments: Daily Update12032015.pdf; 12-3-15 22802 Daily Summary Commissioner.pdf.pdf

Commissioner and Karen,

Attached are the updates for PBITS and Umbrella.

[REDACTED] we have a contracts currently in house being prepared for OGS signature. If you have any questions, please let me know. Thank you.

Kathy McAuley, CPPO
Director IT Procurement

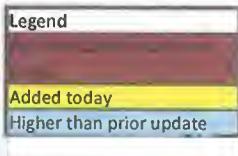
Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  nysprocurement  @NYSPPro

Fully Executed Contracts (signed by Kathy)				5BE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
#	Lot #	Totals	34	56	15	21	25			
1	Contractor	Lot 1	Lot 2	Lot 3			Lot 1	36	36	34
2	22nd Century	x	x	x		MBE	Lot 2	65	60	56
3	Accenture LLP		x	x			Lot 3	16	16	15
4	Acro Service Corp		x							6
5	Aeon Nexus Corporation	x	x		SBE	MBE		Count of Vendors	Lot 1	Lot 2
6	APPLIED GEOGRAPHIC'S, INC.	x					Phase I	62	33	50
7	Artech Information Systems	x					Phase II	67	23	51
8	Atria Consulting, LLC	x	x			WBE	Price Clarifications	0	0	0
9	Bowne Management Systems	x	x		SBE		Multiple Issues	0	0	0
10	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.	x					Minimum Qualifications	5	1	4
11	Business Logic Inc.	x			SBE		Tentative DQ	56	27	36
12	CherryRoad Technologies	x	x				Total	190		
13	CMA	x	x	x		WBE				
14	Cogent Technologies Inc	x				5BE				
15	Compulink Technologies inc.	x	x		SBE	MBE				
16	CRGT Inc.		x	x						
17	CSG GOVERNMENT SOLUTIONS, INC.	x								
18	Dell Marketing L.P.	x								
19	Deloitte Consulting	x	x							
20	Digits LLC	x			SBE					
21	DLT Solutions		x							
22	DOCUMENTATION STRATIGIES, INC.	x			5BE	WBE				
23	DONIA & ASSOCIATES LLC	x	x		5BE	MWBE				
24	DynTek Services, inc		x							
25	ECC Technologies Inc.	x	x							
26	EMC Corp.		x							
27	Environmental Systems Research Institute, Inc. D/B/A Esri	x								
28	Fountains Spatial, Inc.	x								
29	GARNET RIVER, LLC	x	x			WBE				
30	Gartner		x	x						
31	Genesys Consulting Services, inc.	x	x		SBE	WBE				
32	Grant Thornton		x							
33	HLN CONSULTING, LLC	x								
34	HP		x	x						
35	Infor Public Sector, Inc.	x								
36	Infosys International, inc.	x	x		SBE	MWBE				
37	InnoSoul	x			SBE	MWBE				

Contracts at Vendors for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	AdvizeX Technologies, LLC D/B/A/ Roita	x		
Totals		0	1	0

38	Intueor Consulting	x	x			MBE
39	IQ Infotek Inc.	x	x			MBE
40	Janus Software	x	x			WBE
41	KMQ Enterprises	x	x		SBE	WBE
42	Knowledge Builders Inc.	x	x		SBE	WBE
43	KPMG LLP		x	x		
44	Linium		x			
45	LogicalWave Technologies	x	x		SBE	
46	Metaformers, Inc.		x	x		
47	NaviSite, Inc.		x			
	New York State Technology Enterprise Corporation (NYSTEC)					
48		x	x			
49	NTT Data	x	x			
50	Oracle	x				
51	POD	x				
52	PruTech Solutions	x	x	x		MBE
53	PSI International, Inc.	x	x		SBE	MBE
	QED Inc. D/B/A QED					
54	National	x				WBE
55	Sanghi Consulting, Inc.	x	x		SBE	MBE
	Seven Seas Technologies, Inc. D/B/A S2Tech					
56		x				MBE
57	Spruce Technology, inc.	x			SBE	MBE
58	SVAM International Inc.	x	x			MBE
59	Systems Made Simple		x	x		
60	Tech Valley Talent, LLC	x	x		SBE	WBE
61	The Green Tree Group		x			
	The North Highland Company		x			
62						
63	Trigyn Technologies		x			
64	Troy Web Consulting	x			SBE	
65	Unique Comp Inc.	x	x			MWBE
	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions					
66		x			SBE	
67	Unysis Corp		x	x		



22802 - Umbrella Status Update

12/3/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards	16	30	10	15
Required for 20%	13	10	11	14
Final Contracts Sent to Vendor for Signature	9	15	5	9
Signed Contracts Returned from Vendor	5	7	3	4
Contracts Fully Executed	0	1	1	1
<i>Listing of Executed Contracts</i>	0	0	0	0

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Wednesday, December 02, 2015 2:56 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Umbrella and PBITS Updates
Attachments: Umbrella 12.2.15.xlsx; PBITS Status12.2.15.pdf

Commissioner and Karen,
Attached are the Umbrella and PBITS updates.

Karen

Karen Fowler, CPPB

Assistant Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-6920 | karen.fowler@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  [nysprocurement](#)  [@NYSPRO](#)

This transmission may contain confidential or privileged information which is intended for use by the individual or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, copying or distribution of this transmission or its attachments is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the above address and delete the transmission and its attachments.

Solicitation # 22772 - Project Based Information Technology Consulting Services

Daily Update: Wednesday December 2, 2015

1:11 PM

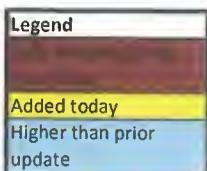
Fully Executed Contracts (signed by Kathy)						SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
	Lot # Totals	34	56	15	21	25							
#	Contractor	Lot 1	Lot 2	Lot 3					Lot 1	35	35	34	
1	22nd Century	x	x	x			MBE	Lot 2	64	60	56	25	
2	Accenture LLP		x	x				Lot 3	16	16	15	6	
3	Acro Service Corp		x										
4	Aeon Nexus Corporation	x	x			SBE	MBE			Count of Vendors	Lot 1	Lot 2	Lot 3
5	APPLIED GEOGRAPHIC'S, INC.		x						Phase I	62	33	50	14
6	Artech Information Systems		x						Phase II	66	22	51	5
7	Atria Consulting, LLC	x	x				WBE		Price Clarifications	0	0	0	0
8	Bowne Management Systems	x	x			SBE			Multiple Issues	0	0	0	0
9	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x						Minimum Qualifications	6	2	4	2
10	Business Logic Inc.	x				SBE			Tentative DQ	56	27	36	5
11	CherryRoad Technologies		x	x					Total	190			
12	CMA	x	x	x			WBE						
13	Cogent Technologies Inc	x					SBE						
14	Compulink Technologies Inc.	x	x			SBE	MBE						
15	CRGT Inc.		x	x									
16	CSG GOVERNMENT SOLUTIONS, INC.		x										
17	Dell Marketing L.P.		x										
18	Deloitte Consulting		x	x									
19	Digits LLC	x				SBE							
20	EMC Corp.		x			SBE							
21	DLT Solutions		x										
22	DOCUMENTATION STRATIGIES, INC.	x				SBE	WBE						
23	DONIA & ASSOCIATES LLC	x	x			SBE	MWBE						
24	DynTek Services, Inc		x										
25	ECC Technologies Inc.	x	x										
26	EMC Corp.		x										

Contracts at Vendors for Signature

#	Contractor	Lot 1	Lot 2	Lot 3
1	AdvizeX Technologies, LLC D/B/A/ Rotta AdvizeX		x	
	Totals	0	1	0

27	Environmental Systems Research Institute, Inc. D/B/A Esri		x			
28	Fountains Spatial, Inc.		x			
29	GARNET RIVER, LLC	x	x			WBE
30	Gartner		x	x		
31	Genesys Consulting Services, Inc.	x	x		SBE	WBE
32	Grant Thornton		x			
33	HLN CONSULTING, LLC		x			
34	HP		x	x		
35	Infor Public Sector, Inc.		x			
36	Infosys International, Inc.	x	x		SBE	MWBE
37	InnoSoul	x			SBE	MWBE
38	Intueor Consulting	x	x			MBE
39	IQ Infotek Inc.	x	x			MBE
40	Janus Software	x	x			WBE
41	KMQ Enterprises	x	x		SBE	WBE
42	Knowledge Builders Inc.	x	x		SBE	WBE
43	KPMG LLP		x	x		
44	Linium		x			
45	LogicalWave Technologies	x	x		SBE	
46	Metaformers, Inc.		x	x		
47	NaviSite, Inc.		x			
48	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
49	NTT Data		x	x		
S0	Oracle		x			
S1	POD		x			
S2	PruTech Solutions	x	x	x		MBE
S3	PSI International, Inc.	x	x		SBE	MBE
S4	QED Inc. D/B/A QED National	x				WBE
S5	Sanghi Consulting, Inc.	x	x		SBE	MBE
S6	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
S7	Spruce Technology, Inc.	x			SBE	MBE
S8	SVAM International Inc.	x	x			MBE
59	Systems Made Simple		x	x		
60	Tech Valley Talent, LLC	x	x		SBE	WBE
61	The Green Tree Group		x			
62	The North Highland Company		x			
63	Trigyn Technologies		x			
64	Troy Web Consulting	x			SBE	

65	Unique Comp Inc.	x	x		MWBE
66	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE
67	Unysis Corp		x	x	



Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Monday, November 30, 2015 5:04 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: PBITS and Umbrella Status
Attachments: Umbrella Status 11.30.15.xlsx; PBITS Update 11.30.2015.pdf

Commissioner and Karen,

Attached are the Umbrella and PBITS updates.

Karen

Karen Fowler, CPPB
Assistant Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-6920 | karen.fowler@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  [nysprocurement](#)  [@NYSPRO](#)

This transmission may contain confidential or privileged information which is intended for use by the individual or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, copying or distribution of this transmission or its attachments is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the above address and delete the transmission and its attachments.

Umbrella Contracts			
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 -
Tentative Awards	16	30	1
Required for 20%	13	10	1
Tentative Award Response Evaluated and 4-Corners Contract Drafted	7	12	6
Contracts Sent to Vendor for Signature	8	11	5
Signed Contracts Returned from Vendor		1	1
Contracts Fully Executed	0	0	0
<i>Listing of Executed Contracts</i>			

Cloud	Lot 4 - Implementation
0	15
1	14
3	6
5	7
1	1
0	0

Solicitation # 22772 - Project Based Information Technology Consulting Services

Daily Update: Monday, November 30

12:41 PM

Fully Executed Contracts (signed by Kathy)					SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
#	Contractor	Lot # Totals	34	55	14	21	25				
1	22nd Century	X	X	X				Lot 1	34	34	34
2	Accenture LLP		X	X				Lot 2	63	60	55
3	Acro Service Corp		X					Lot 3	16	16	14
4	Aeon Nexus Corporation	X	X			SBE	MBE		Count of Vendors	Lot 1	Lot 2
5	APPLIED GEOGRAPHIC'S, INC.		X					Phase I	64	33	52
6	Artech Information Systems		X					Phase II	66	22	51
7	Atria Consulting, LLC	X	X				WBE	Price Clarifications	0	0	0
8	Bowne Management Systems	X	X			SBE		Multiple Issues	0	0	0
9	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		X					Minimum Qualifications	6	2	4
10	Business Logic Inc.	X				SBE		Tentative DQ	54	26	37
11	CherryRoad Technologies		X	X				Total	190		
12	CMA	X	X	X			WBE				
13	Cogent Technologies Inc	X				SBE					

Higher

14	Compulin k Technolog ies Inc.	X	X		SBE	MBE
15	CRGT Inc.		X	X		
16	CSG GOVERN MENT SOLUTION S, INC.		X			
17	Dell Marketing L.P.		X			
18	Digits LLC	X			SBE	
19	DOCUME NTATION STRATEGIE S, INC.				SBE	
20	DLT Solutions		X			
21	DOCUME NTATION STRATEGIE S, INC.	X			SBE	WBE
22	DONIA & ASSOCIAT ES LLC	X	X		SBE	MWBE
23	DynTek Services, Inc		X			
24	ECC Techn(x		X			
25	EMC Corp.		X			
26	Enviro nmental Systems Research Institute, Inc. D/B/A Esri		X			
27	Fountains Spatial, Inc.		X			
28	GARNET RIVER, LLC	X	X			WBE
29	Gartner		X	X		
30	Genesys Consulting Services, Inc.	X	X		SBE	WBE
31	Grant Thornton		X			
32	HLN CONSULTI NG, LLC		X			
33	HP		X	X		

Contracts at Vendors for Signature				
#	Contracto r	Lot 1	Lot 2	Lot 3
1	AdvizeX Technolog ies, LLC D/B/A/ Rolta AdvizeX		X	
	Totals	0	1	0

34	Infor Public Sector, Inc.		x			
35	Infosys Internatio nal, Inc.	x	x		SBE	MWBE
36	InnoSoul	x			SBE	MWBE
37	Intueor Consulting	x	x			MBE
38	IQ Infotek Inc.	x	x			MBE
39	Janus Software	x	x			WBE
40	KMQ Enterpris eS	x	x		SBE	WBE
41	Knowledg e Builders Inc.	x	x		SBE	WBE
42	KPMG LLP		x	x		
43	Linium		x			
44	LogicalWa ve Technolog ies	x	x		SBE	
45	Metaformers, Inc.	x	x			
46	NaviSite, Inc.		x			
47	New York State Technolog y Enterpris e Corporati on (NYSTEC)		x	x		
48	NTT Data		x	x		
49	Oracle		x			
50	POD		x			
51	PruTech Solutions	x	x	x		MBE
52	PSI Internatio nal, Inc.	x	x		SBE	MBE
53	QED Inc. D/B/A QED National	x				WBE
54	Sanghi Consulting , Inc.	x	x		SBE	MBE

SS	Seven Seas Technologies, Inc. D/B/A S2Tech	X				MBE
S6	Spruce Technology, Inc.	X			SBE	MBE
S7	SVAM International Inc.	X	X			MBE
S8	Systems Made Simple		X	X		
S9	Tech Valley Talent, LLC	X	X		SBE	WBE
60	The Green Tree Group		X			
61	The North Highland Company		X			
62	Trigyn Technologies		X			
63	Troy Web Consulting	X			SBE	
64	Unique Comp Inc.	X	X			MWBE
65	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	X			SBE	
66	Unysis Corp		X	X		



Higher than prior update

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Wednesday, November 18, 2015 5:35 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: PBITS and Umbrella updates
Attachments: Daily Update 11182015_359pm.pdf; Copy of 11-18-15 22802 Pending Awards.xlsx

Commissioner and Karen,

Attached are the updates for PBITS and Umbrella. Please let me know if you have any questions. Thank you.

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  nysprocurement  @NYSPro

Solicitation # 22772 - Project Based Information Technology Consulting Services

Daily Update:

Wednesday, November 18

3:59 PM

Fully Executed Contracts (signed by Kathy)						SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
#	Contractor	Lot # Totals	33	52	13	22	24						
1	22nd Century		x	x	x			Lot 1	32	34	33	13	
2	Accenture LLP			x	x			Lot 2	59	60	52	25	
3	Acro Service Corp		x					Lot 3	15	16	13	6	
4	Aeon Nexus Corporation		x	x			SBE	MBE		Count of Vendors	Lot 1	Lot 2	Lot 3
5	APPLIED GEOGRAPHIC'S, INC.			x					Phase I	64	33	52	16
6	Atria Consulting, LLC		x	x				WBE	Phase II	61	20	47	5
7	Bowne Management Systems		x	x			SBE		Price Clarifications	0	0	0	0
8	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.			x					Multiple Issues	2	0	2	0
9	Business Logic Inc.		x				SBE		Minimum Qualifications	11	5	9	3
10	CherryRoad Technologies			x	x				Tentative DQ	52	26	38	6
11	Cogent Technologies Inc		x				SBE		Total	190			
12	Compulink Technologies Inc.		x	x			SBE	MBE					
13	CRGT Inc.			x	x								
14	CSG GOVERNMENT SOLUTIONS, INC.			x									
15	Dell Marketing L.P.			x									
16	Digits LLC		x				SBE						
17	DIRAD TECHNOLOGIES, INC.		x				SBE						
18	DLT Solutions			x									
19	DOCUMENTATION STRATIGIES, INC.		x				SBE	WBE					
20	DONIA & ASSOCIATES LLC		x	x			SBE	MWBE					
21	DynTek Services, Inc			x									
22	ECC Technologies Inc.		x	x									
23	EMC Corp.			x									
24	Environmental Systems Research Institute, Inc. D/B/A Esri			x									
25	Fountains Spatial, Inc.			x									
26	GARNET RIVER, LLC		x	x				WBE					
27	Gartner			x	x								
28	Genesys Consulting Services, Inc.		x	x			SBE	WBE					
29	Grant Thornton			x									
30	HLN CONSULTING, LLC			x									
31	HP			x	x								
32	Infor Public Sector, Inc.			x									
33	Infosys International, Inc.		x	x			SBE	MWBE					
34	InnoSoul		x				SBE	MWBE					
35	Intueor Consulting		x	x				MBE					
36	IQ Infotek Inc.		x	x				MBE					
37	Janus Software		x	x				WBE					
38	KMQ Enterprises		x	x			SBE	WBE					

Contracts at Vendors for Signature

#	Contractor	Lot 1	Lot 2	Lot 3
1	AdvizeX Technologies, LLC D/B/A/ Rolta AdvizeX		x	
2	Artech Information Systems LLC		x	
	Totals	0	2	0

39	Knowledge Builders Inc.	X	X		SBE	WBE
40	KPMG LLP		X	X		
41	Linium		X			
42	LogicalWave Technologies	X	X		SBE	
43	Metaformers, Inc.		X	X		
44	NavISite, Inc.		X			
45	New York State Technology Enterprise Corporation (NYSTEC)		X	X		
46	NTT Data		X	X		
47	Oracle		X			
48	POD		X			
49	PruTech Solutions	X	X	X		MBE
S0	PSI International, Inc.	X	X		SBE	MBE
S1	QED Inc. D/B/A QED National	X				WBE
S2	Sanghi Consulting, Inc.	X	X		SBE	MBE
S3	Seven Seas Technologies, Inc. D/B/A S2Tech	X				MBE
S4	Spruce Technology, Inc.	X			SBE	MBE
SS	SVAM International Inc.	X	X			MBE
S6	Systems Made Simple		X	X		
S7	Tech Valley Talent, LLC	X	X		SBE	WBE

22802 Final Contract Listing

	Software	Hardware	Cloud	Implementation
	Lot 1	Lot 2	Lot 3	Lot 4
Vendors to Receive Final Contract 11/19/15				
	3	5	3	4
Additional Vendors (Under Review) to Receive Final Contract by 11/20/15				
	2	3	1	3
Vendors to Receive 4-Corners With Appendix J.1 by 11/24/15				
	1	1	0	0
Additional Vendors (Under Review) to Receive 4-Corners With Appendix J.1 by 11/24/15				
	2	3	2	2
Total Number of Final Awards to be Issued by 11/24/15	8	12	6	9
Number Required for 20%	13	10	11	14

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Monday, October 05, 2015 5:25 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: PBITS/Umbrella Status - 10/5
Attachments: PBITS Status 10.5.15.pdf; Umbrella Status 10.5.15.pdf

Commissioner and Karen,

Please see the attached updates.

Karen

Karen Fowler, CPPB
Assistant Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-6920 | karen.fowler@ogs.ny.gov
www.ogs.ny.gov

This transmission may contain confidential or privileged information which is intended for use by the individual or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, copying or distribution of this transmission or its attachments is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the above address and delete the transmission and its attachments.

Solicitation # 22772 - Project Based Information Technology Consulting Services
 Daily Update: Monday, October 5, 2015 1:39 PM

Fully Executed Contracts (signed by Kathy)				Lot 1 SBE, MBE, WBEs	Signed Contracts Received	Contracts at Contractor for Signature	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
#	Contractor	Lot 1	Lot 2	Lot 3	Lot 1	24	1	26	23	13
1	22nd Century	x	x	x	MBE	Lot 2	35	9	42	33
2	APPLIED GEOGRAPHIC'S, INC.		x			Lot 3	9	3	12	8
3	Bowne Management Systems	x	x		SBE					6
4	Business Logic Inc.	x					Count of Vendors	Lot 1	Lot 2	Lot 3
5	Compulink Technologies Inc.	x	x		SBE / MBE	Phase I	62	29	40	12
6	CRGT Inc.		x	x		Phase II	46	16	35	6
7	CSG GOVERNMENT SOLUTIONS, INC.		x			Price Clarifications	6	1	5	0
8	Dell Marketing L.P.		x			Multiple Issues	9	2	8	2
9	Digits LLC	x				Minimum	23	11	19	7
10	DIRAD TECHNOLOGIES, INC.	x				Tentative DQ	44	24	32	3
11	DLT Solutions	x				Total	190			
12	DOCUMENTATION STRATEGIES, INC.	x			SBE/WBE					
13	DONIA & ASSOCIATES LLC	x	x		SBE/MWBE					
14	EMC Corp.		x							
15	Fountains Spatial, Inc.		x							
16	GARNET RIVER, LLC	x	x		WBE					
17	Gartner		x	x						
18	Genesys Consulting Services, Inc.	x	x		SBE/WBE					
19	HLN CONSULTING, LLC		x							
20	Infosys International, Inc.	x	x		SBE/MWBE					
21	InnoSoul	x			SBE/MWBE					
22	Intueor Consulting	x	x		MBE					
23	IQI Infotek Inc.	x	x		MBE					
24	Janus Software	x	x		WBE					
25	Knowledge Builders Inc.	x	x		SBE/WBE					
26	Metaformers, Inc.		x	x						
27	NaviSite, Inc.		x							
28	New York State Technology Enterprise Corporation (NYSTEC)		x	x						
29	NTT Data	x	x							
30	Oracle		x							
31	POD		x							
32	PruTech Solutions	x	x	x	MBE					
33	PSI International, Inc.	x	x		SBE/MB					
34	Sanghi Consulting, Inc.	x	x		SBE/MBE					
35	Seven Seas Technologies, Inc. D/B/A S2Tech		x		MBE					
36	SVAM International Inc.	x	x		MBE					
37	Tech Valley Talent, LLC	x	x		SBE/WBE					
38	Trigyn Technologies		x							
39	Universal Management Technology, Inc. D/B/A Universal Management Solutions		x							
40	Unysis Corp		x	x						
	Totals	23	33	8	18					

MBE/WBE

Contracts at Contractor for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	Accenture		x	x
2	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x	
3	CGI Technologies and Solutions Inc.		x	x
4	ESRI		x	
5	Infor Public Sector		x	
6	KMQ Enterprises D/B/A Tailwinds	x	x	
7	Linium LLC		x	
8	Systems Made Simple		x	x
9	The Green Tree Group		x	
	Totals	1	9	3

22802 - Umbrella Status Update

10/5/2015

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals	70	65	59	73
Multiple, Complex Issues	6	13	2	4
Proposals Under Evaluation		52		

Clarifications - Applies to All-Lots		
	Sent	Resolved
Administrative	84	27
Insurance	112	8
Insurance to Cool	43	N/A
Insurance Returned by Cool	34	N/A
Vendor Responsibility	99	43

Lot-Specific Clarifications								
	Lot 1 - Software		Lot 2 - Hardware		Lot 3 - Cloud		Lot 4 - Implementation	
	Sent	Resolved	Sent	Resolved	Sent	Resolved	Sent	Resolved
Verifiable Sales			60	15				
Lot Products			34	11				
Reasonableness of Price			34	9				

Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards		4		
Required for 20%	13	10	11	14
Contracts Sent to Vendor for Signature		0		
Contracts Fully Executed		0		
<i>Listing of Executed Contracts</i>		n/a		

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Wednesday, September 30, 2015 5:47 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Daily update PBITS and Umbrella
Attachments: 9-30-15 22802 Daily Summary.pdf; Daily Updat with SBE MBE WBE 9302015.pdf

Commissioner and Karen,

Attached are the daily updates. Please let us know if you have any questions. Thank you.

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov

www.ogs.ny.gov

22802 - Umbrella Status Update

9/30/2015

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals	68	65	57	71
Multiple, Complex Issues	68	12	57	71
Proposals Under Evaluation		53		

Clarifications - Applies to All-Lots		
	Sent	Resolved
Administrative	69	17
Insurance	105	8
Insurance to Cool	42	N/A
Insurance Returned by Cool	34	N/A
Vendor Responsibility	92	43

Lot-Specific Clarifications								
	Lot 1 - Software		Lot 2 - Hardware		Lot 3 - Cloud		Lot 4 - Implementation	
	Sent	Resolved	Sent	Resolved	Sent	Resolved	Sent	Resolved
Verifiable Sales			60	15				
Lot Products			34	11				
Reasonableness of Price			34	9				

Contracts						
	Lot 1 - Software		Lot 2 - Hardware		Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards			4			
Required for 20%	14		13		12	15
Contracts Sent to Vendor for Signature			0			
Contracts Fully Executed			0			
<i>Listing of Executed Contracts</i>			n/a			

Fully Executed Contracts (signed by Kathy)				Lot 1 SBE, MBE, WBEs	Signed Contracts Received	Contracts at Contractor for Signature	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
#	Contractor	Lot 1	Lot 2	Lot 3	Lot 1	23	2	25	21	13
1	22nd Century	x	x	x	MBE	Lot 2	34	6	41	29
2	APPLIED GEOGRAPHIC'S, INC.		x			Lot 3	9	3	12	7
3	Business Logic Inc.	x			SBE					
4	Compulink Technologies Inc.	x	x		SBE/MBE		Count of Vendors	Lot 1	Lot 2	Lot 3
5	CRGT Inc.		x	x	Phase I	62	29	40	12	
6	CSG GOVERNMENT SOLUTIONS, INC.		x		Phase II	35	14	26	5	
7	Digits LLC	x			SBE	Price Clarifications	17	4	14	1
8	DIRAD TECHNOLOGIES, INC.	x			SBE	Multiple Issues	9	2	6	2
9	DLT Solutions		x			Minimum Qualifications	23	11	19	7
10	DOCUMENTATION STRATEGIES, INC.	x			SBE/WBE	Tentative DQ	44	24	32	3
11	DONIA & ASSOCIATES LLC	x	x		SBE/MWBE	Total	190			
12	EMC Corp.		x							
13	Fountains Spatial, Inc.		x							
14	GARNET RIVER, LLC	x	x		WBE					
15	Genesys Consulting Services, Inc.	x	x		SBE/WBE					
16	HLN CONSULTING, LLC		x							
17	Infosys International, Inc.	x	x		SBE/MWBE					
18	InnoSoul	x			SBE/MWBE					
19	Intueor Consulting	x	x		MBE					
20	IQ Infotek Inc.	x	x		MBE					
21	Janus Software	x	x		WBE					
22	Knowledge Builders Inc.	x	x		SBE/WBE					
23	Metaformers, Inc.		x	x						
24	Navisite, Inc.		x							
25	New York State Technology Enterprise Corporation (NYSTEC)		x	x						
26	NTT Data		x	x						
27	POD		x							
28	PruTech Solutions	x	x	x	MBE					
29	PSI International, Inc.	x	x		SBE/MBE					
30	Sanghi Consulting, Inc.	x	x							
31	Seven Sees Technologies, Inc. D/B/A S2Tech	x			MBE					
32	Tech Valley Talent, LLC	x	x		SBE/WBE					
33	Trigyn Technologies		x							
34	Universal Management Technology, Inc. D/B/A Universal Management Solutions	x			SBE					
35	Oracle		x							
36	Unysis Corp		x	x						
	Totals	21	28	7	20					

Contracts at Contractor for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	Accenture		x	x
2	Aeon Nexus	x	x	
3	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x	
4	CGI Technologies and Solutions Inc.		x	x
5	ESRI	x		
6	Infor Public Sector	x		
7	KMO Enterprises D/B/A Tailwinds	x	x	
8	Systems Made Simple		x	x
	Totals	2	6	3

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Thursday, October 08, 2015 8:51 AM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: PBITS & Umbrella
Attachments: PBITS Status 10.7.15.pdf; Umbrella Status 10.7.15.pdf

Commissioner and Karen,
Please see the attached updates.

Karen

Karen Fowler, CPPB

Assistant Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-6920 | karen.fowler@ogs.ny.gov

www.ogs.ny.gov

This transmission may contain confidential or privileged information which is intended for use by the individual or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, copying or distribution of this transmission or its attachments is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the above address and delete the transmission and its attachments.

22802 - Umbrella Status Update

10/7/2015

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals	70	65	59	73
Multiple, Complex Issues	6	12	2	4
Proposals Under Evaluation	30	53	17	30

Clarifications - Applies to All-Lots		
	Sent	Resolved
Administrative	100	37
Insurance	135	9
Insurance to Cool	45	N/A
Insurance Returned by Cool	35	N/A
Vendor Responsibility	99	46

Lot-Specific Clarifications								
	Lot 1 - Software		Lot 2 - Hardware		Lot 3 - Cloud		Lot 4 - Implementation	
	Sent	Resolved	Sent	Resolved	Sent	Resolved	Sent	Resolved
Verifiable Sales	2	1	62	17			4	2
Lot Products			34	11				
Reasonableness of Price			34	9				

Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards		4		
Required for 20%	13	11	11	14
Contracts Sent to Vendor for Signature		0		
Contracts Fully Executed		0		
Listing of Executed Contracts		n/a		

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Tuesday, September 29, 2015 5:31 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS)
Subject: RE: Updates for PBITS and Umbrella - 9/29
Attachments: Daily Update 09292015_239pm.pdf; 9-29-15 22802 Daily Summary.pdf

Commissioner and Karen,

Please see attached updates for today. Thank you.

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov
www.ogs.ny.gov

From: Fowler, Karen A (OGS)
Sent: Monday, September 28, 2015 5:32 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/28

Commissioner and Karen,

Please see the attached updates.

Karen

From: Fowler, Karen A (OGS)
Sent: Monday, September 28, 2015 8:45 AM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: FW: Updates for PBITS and Umbrella - 9/25

Commissioner and Karen,

Please see the attached updates. Following is a breakdown by Lots of PBITS contracts issued as of 9/25:

Lot 1 - 21
Lot 2 - 29
Lot 3 - 07

Contracts have been posted to the OGS website (see link below) and are available for use.

<http://ogs.ny.gov/purchase/snt/awardnotes/7360022772can.HTM>

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 24, 2015 4:12 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/24

Commissioner and Karen,

Please see the attached updates. We finalized twenty-six Lot 2 contracts and three additional Lot 1 contracts today. The contracts will be posted on our website tomorrow.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 24, 2015 8:10 AM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/23

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Tuesday, September 22, 2015 5:01 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/22

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Monday, September 21, 2015 5:16 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)

Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)

Subject: Updates for PBITS and Umbrella - 9/21

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)

Sent: Friday, September 18, 2015 4:50 PM

To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)

Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)

Subject: FW: Updates for PBITS and Umbrella - 9/18

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)

Sent: Thursday, September 17, 2015 5:45 PM

To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)

Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)

Subject: Updates for PBITS and Umbrella - 9/17

Commissioner and Karen,

Please see attached updates. All of the outstanding PBITS vendor contacts mentioned in yesterday's update have been contacted. Two additional contracts were sent for signature today, we'll follow up with those vendors in the morning.

If there is any information that you would like added, please let us know.

Thank you,

Karen Fowler, CPPB

Assistant Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-6920 | karen.fowler@ogs.ny.gov

www.ogs.ny.gov

From: McAuley, Kathleen (OGS)
Sent: Wednesday, September 16, 2015 6:19 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Updates for PBITS and Umbrella

Commissioner and Karen,

Please see attached updates. The first is the PBITS, which has not changed since our meeting this afternoon. Of the 8 outstanding contracts with vendors for signature, I have spoken with 1 vendor and left voice messages for 4 others. I will call the remainder in the morning.

For Umbrella, we just drafted the attached dashboard.

Thank you,

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov
www.ogs.ny.gov

Solicitation # 22772 - Project Based Information Technology Consulting Services
 Daily Update: Monday Sept 29th 2:38 PM

Fully Executed Contracts (signed by Kathy)				
#	Contractor	Lot 1	Lot 2	Lot 3
1	22nd Century	x	x	x
2	APPLIED GEOGRAPHIC'S, INC.		x	
3	Business Logic Inc.	x		
4	Compulink Technologies Inc.	x	x	
5	CRGT Inc.		x	x
6	CSG GOVERNMENT SOLUTIONS, INC.		x	
7	Digits LLC	x		
8	DiRAD TECHNOLOGIES, INC.	x		
9	DLT Solutions		x	
10	DOCUMENTATION STRATIGIES, INC.	x		
11	DONIA & ASSOCIATES LLC	x	x	
12	EMC Corp.		x	
13	Fountains Spatial, Inc.		x	
14	GARNET RIVER, LLC	x	x	
15	Genesys Consulting Services, Inc.	x	x	
16	HLN CONSULTING, LLC		x	
17	Infosys International, Inc.	x	x	
18	InnoSoul	x		
19	Intueor Consulting	x	x	
20	IQ Infotek Inc.	x	x	
21	Janus Software	x	x	
22	Knowledge Builders Inc.	x	x	
23	Metaformers, Inc.		x	x
24	NaviSite, Inc.	x		
25	New York State Technology Enterprise Corporation (NYSTEC)		x	x
26	NTT Data		x	x
27	Oracle		x	
28	POD		x	
29	PruTech Solutions	x	x	x
30	PSI International, Inc.	x	x	
31	Sanghi Consulting, Inc.	x	x	
32	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
33	Tech Valley Talent, LLC	x	x	
34	Trigyn Technologies		x	
35	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x		
36	Unysis Corp		x	x
	Totals	21	29	7

	Signed Contracts Received	Contracts at Contractor for Signature	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
Lot 1	21	1	23	21	13
Lot 2	32	4	37	29	25
Lot 3	9	2	11	7	6

	Count of Vendors	Lot 1	Lot 2	Lot 3
Phase I	60	29	40	12
Phase II	37	14	30	5
Price Clarification	17	4	14	1
Multiple Issues	9	2	8	2
Minimum Qualifications	23	11	19	7
Tentative DQ	44	24	32	3
Total	190			

Contracts at Contractor for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	BOWNE MANAGEMENT SYSTEMS	x	x	
2	ESRI		x	
3	Systems Made Simple		x	x
4	CGI Technologies and Solutions Inc.		x	x
	Totals	1	4	2

22802 - Umbrella Status Update

9/29/2015

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals	68	65	57	71
Multiple, Complex Issues	68	12	57	71
Proposals Under Evaluation		53		

Clarifications - Applies to All-Lots		
	Sent	Resolved
Administrative	64	12
Insurance	100	7
Insurance to Cool	40	N/A
Insurance Returned by Cool	31	N/A
Vendor Responsibility	91	42

Lot-Specific Clarifications								
	Lot 1 - Software		Lot 2 - Hardware		Lot 3 - Cloud		Lot 4 - Implementation	
	Sent	Resolved	Sent	Resolved	Sent	Resolved	Sent	Resolved
Verifiable Sales			60	15				
Lot Products			34	11				
Reasonableness of Price			34	9				

Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards		4		
Required for 20%	14	13	12	15
Contracts Sent to Vendor for Signature		0		
Contracts Fully Executed		0		
<i>Listing of Executed Contracts</i>		n/a		

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Monday, September 28, 2015 5:32 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/28
Attachments: PBITS Status 9.28.15.pdf; Umbrella Status 9.28.15.pdf; ITS Priority List Status 9.28.15.pdf

Commissioner and Karen,

Please see the attached updates.

Karen

From: Fowler, Karen A (OGS)
Sent: Monday, September 28, 2015 8:45 AM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: FW: Updates for PBITS and Umbrella - 9/25

Commissioner and Karen,

Please see the attached updates. Following is a breakdown by Lots of PBITS contracts issued as of 9/25:

Lot 1 - 21
Lot 2 - 29
Lot 3 - 07

Contracts have been posted to the OGS website (see link below) and are available for use.

<http://ogs.ny.gov/purchase/snt/awardnotes/7360022772can.HTM>

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 24, 2015 4:12 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/24

Commissioner and Karen,

Please see the attached updates. We finalized twenty-six Lot 2 contracts and three additional Lot 1 contracts today. The contracts will be posted on our website tomorrow.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 24, 2015 8:10 AM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/23

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Tuesday, September 22, 2015 5:01 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/22

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Monday, September 21, 2015 5:16 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/21

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Friday, September 18, 2015 4:50 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: FW: Updates for PBITS and Umbrella - 9/18

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 17, 2015 5:45 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/17

Commissioner and Karen,

Please see attached updates. All of the outstanding PBITS vendor contacts mentioned in yesterday's update have been contacted. Two additional contracts were sent for signature today, we'll follow up with those vendors in the morning.

If there is any information that you would like added, please let us know.

Thank you,

Karen Fowler, CPPB
Assistant Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-6920 | karen.fowler@ogs.ny.gov
www.ogs.ny.gov

From: McAuley, Kathleen (OGS)
Sent: Wednesday, September 16, 2015 6:19 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Updates for PBITS and Umbrella

Commissioner and Karen,

Please see attached updates. The first is the PBITS, which has not changed since our meeting this afternoon. Of the 8 outstanding contracts with vendors for signature, I have spoken with 1 vendor and left voice messages for 4 others. I will call the remainder in the morning.

For Umbrella, we just drafted the attached dashboard

Thank you,

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov
www.ogs.ny.gov

Solicitation # 22772 - Project Based Information Technology Consulting Services
 Daily Update: Monday Sept 28th 4:09 PM

Fully Executed Contracts (signed by Kathy)				
#	Contractor	Lot 1	Lot 2	Lot 3
1	22nd Century	x	x	x
2	APPLIED GEOGRAPHIC'S, INC.		x	
3	Business Logic Inc.	x		
4	Compulink Technologies Inc.	x	x	
5	CRGT Inc.		x	x
6	CSG GOVERNMENT SOLUTIONS, INC.		x	
7	Digits LLC	x		
8	DiRAD TECHNOLOGIES, INC.	x		
9	DLT Solutions		x	
10	DOCUMENTATION STRATIGIES, INC.	x		
11	DONIA & ASSOCIATES LLC	x	x	
12	EMC Corp.		x	
13	Fountains Spatial, Inc.		x	
14	GARNET RIVER, LLC	x	x	
15	Genesys Consulting Services, Inc.	x	x	
16	HLN CONSULTING, LLC		x	
17	Infosys International, Inc.	x	x	
18	InnoSoul	x		
19	Intueor Consulting	x	x	
20	IQ Infotek Inc.	x	x	
21	Janus Software	x	x	
22	Knowledge Builders Inc.	x	x	
23	Metaformers, Inc.		x	x
24	NaviSite, Inc.		x	
25	New York State Technology Enterprise Corporation (NYSTEC)		x	x
26	NTT Data		x	x
27	Oracle		x	
28	POD		x	
29	PruTech Solutions	x	x	x
30	PSI International, Inc.	x	x	
31	Sanghi Consulting, Inc.	x	x	
32	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
33	Tech Valley Talent, LLC	x	x	
34	Trigyn Technologies		x	
35	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x		
36	Unysis Corp		x	x
	Totals	21	29	7

	Signed Contracts Received	Contracts at Contractor for Signature	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
Lot 1	21	2	23	21	13	
Lot 2	32	4	36	29	25	
Lot 3	9	1	10	7	6	
		Count of Vendors		Lot 1	Lot 2	Lot 3
Phase I		60		29	40	12
Phase II		37		14	30	5
Price Clarifications		16		4	13	0
Multiple Issues		10		2	8	2
Minimum Qualifications		23		11	19	7
Tentative DQ		44		24	32	3
Total		190				

Contracts at Contractor for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	BOWNE MANAGEMENT SYSTEMS	x	x	
3	ESRI		x	
6	SVAM International Inc.	x	x	
7	Systems Made Simple		x	x
	Totals	2	4	1

22802 - Umbrella Status Update

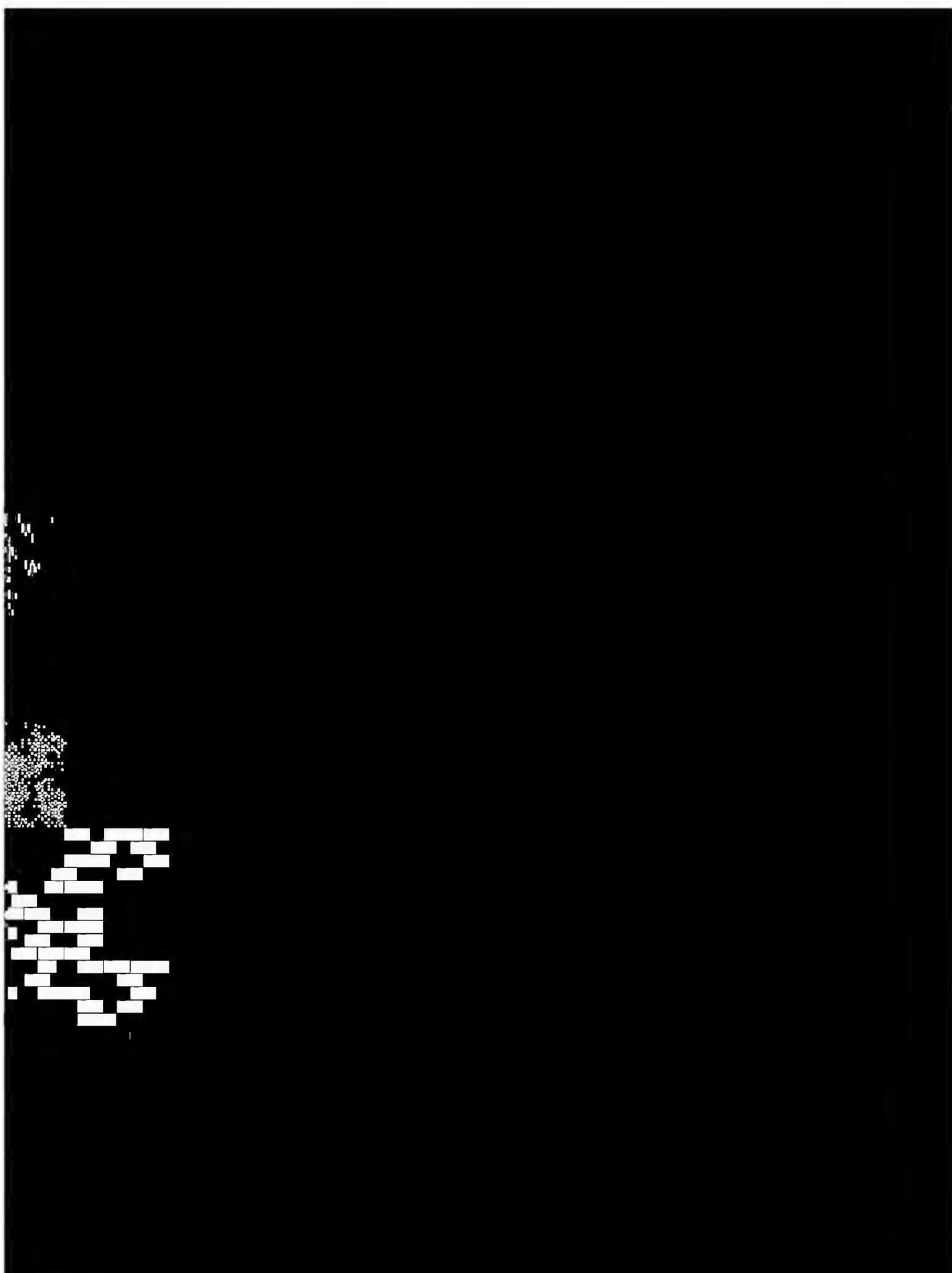
9/28/2015

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals	68	65	57	71
Multiple, Complex Issues	68	10	57	71
Proposals Under Evaluation		55		

Clarifications - Applies to All-Lots		
	Sent	Resolved
Administrative	54	9
Insurance	95	7
Insurance to Cool	39	N/A
Insurance Returned by Cool	31	N/A
Vendor Responsibility	91	41

Lot-Specific Clarifications								
	Lot 1 - Software		Lot 2 - Hardware		Lot 3 - Cloud		Lot 4 - Implementation	
	Sent	Resolved	Sent	Resolved	Sent	Resolved	Sent	Resolved
Verifiable Sales			50	13				
Lot Products			34	11				
Reasonableness of Price			34	9				

Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards		4		
Required for 20%	14	13	12	15
Contracts Sent to Vendor for Signature		0		
Contracts Fully Executed		0		
Listing of Executed Contracts		n/a		



Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Monday, December 21, 2015 5:16 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: PBITS Umbrella update
Attachments: Daily Update 12212015.pdf; 12-21-15 22802 Daily Summary Commissioner.pdf

Commissioner and Karen,

Attached are the updates for today. [REDACTED] We do have several contracts for multiple lots currently out for signature, so again it is just a matter of those contracts being returned to us signed. Dirad was one of the contracts signed today and has an SDVOB listed.

For PBITS, we are now up to 70 contractors, most with multiple lots.

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:



[nysprocurement](#)



[@NYSPPro](#)

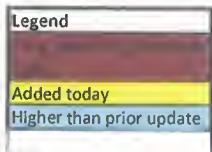
Fully Executed Contracts						SBE	MBE & WBEs	Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
#	Contractor	Lot 1	Lot 2	Lot 3							
1	22nd Century	x	x	x			MBE	Lot 1	37	40	35
2	Accenture LLP		x	x				Lot 2	69	66	57
3	Acro Service Corp	x						Lot 3	16	16	15
4	Advizex Technologies		x							Count of Vendors	Lot 1
5	Aeon Nexus Corporation	x	x			SBE	MBE	Phase I	62	33	50
6	APPLIED GEOGRAPHIC'S, INC.		x					Phase II	66	22	50
7	Artech Information Systems		x					Price Clarifications	0	0	0
8	Atria Consulting, LLC	x	x				WBE	Multiple Issues	0	0	0
9	Bowne Management Systems	x	x			SBE		Minimum Qualifications	3	1	2
10	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x					Tentative DQ	S9	28	39
11	Business Logic Inc.	x				SBE		Total	190		
12	CherryRoad Technologies		x	x							
13	CMA	x	x	x			WBE				
14	Cogent Technologies Inc		x				SBE				
15	Compulink Technologies Inc.	x	x			SBE	MBE				
16	CRGT Inc.		x	x							
17	CSG GOVERNMENT SOLUTIONS, INC.		x								
19	Deloitte Consulting		x	x							
20	Digits LLC	x				SBE					
21	DiRAD TECHNOLOGIES, INC.	x				SBE					
22	DLT Solutions		x								
23	DOCUMENTATION STRATEGIES, INC.	x				SBE	WBE				
24	DONIA & ASSOCIATES LLC		x	x		SBE	MWBE				
25	DynTek Services, Inc		x								
26	ECC Technologies Inc.	x	x								
27	EMC Corp.		x								
28	Environmental Systems Research Institute, Inc. D/B/A Esri		x								
29	Fountains Spatial, Inc.		x								
30	GARNET RIVER, LLC	x	x				WBE				
31	Gartner		x	x							
32	Genesys Consulting Services, Inc.	x	x			SBE	WBE				
33	Grant Thornton		x								
34	HLN CONSULTING, LLC		x								
35	HP		x	x							
36	Infor Public Sector, Inc.		x								
37	Infosys International, Inc.	x	x			SBE	MWBE				

Contracts at Vendors for Signature

#	Contractor	Lot 1	Lot 2	Lot 3
1	Ernst & Young		x	
2	Greenman Pedeersen		x	
3	IV4	x		
4	V Group	x	x	
	Totals	2	3	0

OGS had received Greenman Pedeersen and V Group back from the contractors signed. Due to the change in contract numbers (to numbers that worked in SFS) and updated insurance language the contracts have been resent to the contractor for signature.

38	InnoSoul	x			SBE	MWBE
39	International Projects Consultancy Services	x				MWBE
40	Intueor Consulting	x	x			MBE
41	IQ Infotek Inc.	x	x			MBE
42	Janus Software	x	x			WBE
43	KMQ Enterprises	x	x		SBE	WBE
44	Knowledge Builders Inc.	x	x		SBE	WBE
45	KPMG LLP		x	x		
46	Linium		x			
47	LogicalWave Technologies	x	x		SBE	
48	Metaformers, Inc.		x	x		
49	Mission Critical Partners		x			
50	NaviSite, Inc.		x			
51	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
52	NTT Data		x	x		
53	Oracle		x			
54	POD		x			
55	PruTech Solutions	x	x	x		MBE
56	PSI International, Inc.	x	x		SBE	MBE
57	QED Inc. D/B/A QED National	x				WBE
58	Sanghi Consulting, Inc.	x	x		SBE	MBE
59	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
60	Spruce Technology, Inc.	x			SBE	MBE
61	SVAM International Inc.	x	x			MBE
62	Systems Made Simple		x	x		
63	Tech Valley Talent, LLC	x	x		SBE	WBE
64	The Green Tree Group		x			
65	The North Highland Company		x			
66	Trigyn Technologies		x			
67	Troy Web Consulting	x			SBE	
68	Unique Comp Inc.	x	x			MWBE
69	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE	
70	Unysis Corp		x	x		



22802 - Umbrella Status Update

12/21/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Final Contracts Sent to Vendor for Signature	17	24	11	15
Signed Contracts Returned from Vendor	12	16	9	10
Contracts Fully Executed	11	15	9	10
Required for 20%	12	10	11	13

Listing of Executed Contracts				
ALE USA Inc.	N/A	Yes	N/A	Yes
Aerohive Networks Inc.	N/A	Yes	N/A	N/A
Assetworks LCC	Yes	Yes	Yes	Yes
Avaya, Inc. D/B/A Avaya	Yes	Yes	Yes	Yes
Checkpoint Software	Yes	Yes	N/A	N/A
Citrix Systems, Inc.	Yes	Yes	Yes	N/A
Currier, McCabe and Associates, Inc. D/B/A CMA Consulting Services	Yes	N/A	Yes	Yes
Dirad Technologies	N/A	N/A	Yes	N/A
Dell Marketing LP	Yes	Yes	Yes	Yes
EMC Corporation D/B/A EMC of Massachusetts	Yes	Yes	Yes	Yes
Enforcement Video, LLC D/B/A WatchGuard Video	Yes	Yes	N/A	N/A
Ergotron, Inc.	N/A	Yes	N/A	N/A
Fujitsu America, Inc.	N/A	Yes	N/A	N/A
NEC Corporation of America	Yes	Yes	N/A	Yes
NetApp, Inc.	Yes	Yes	N/A	Yes
Storage Engine, Inc.	N/A	Yes	Yes	Yes
Unisys Corporation	Yes	Yes	Yes	Yes
Total	11	15	9	10

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Thursday, September 24, 2015 4:12 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/24
Attachments: PBITS Status 9.24.15.pdf; Umbrella Status 9.24.15.pdf

Commissioner and Karen,

Please see the attached updates. We finalized twenty-six Lot 2 contracts and three additional Lot 1 contracts today. The contracts will be posted on our website tomorrow.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 24, 2015 8:10 AM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/23

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Tuesday, September 22, 2015 5:01 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/22

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Monday, September 21, 2015 5:16 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/21

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)

Sent: Friday, September 18, 2015 4:50 PM

To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)

Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)

Subject: FW: Updates for PBITS and Umbrella - 9/18

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)

Sent: Thursday, September 17, 2015 5:45 PM

To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)

Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)

Subject: Updates for PBITS and Umbrella - 9/17

Commissioner and Karen,

Please see attached updates. All of the outstanding PBITS vendor contacts mentioned in yesterday's update have been contacted. Two additional contracts were sent for signature today, we'll follow up with those vendors in the morning.

If there is any information that you would like added, please let us know.

Thank you,

Karen Fowler, CPPB

Assistant Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-6920 | karen.fowler@ogs.ny.gov

www.ogs.ny.gov

From: McAuley, Kathleen (OGS)

Sent: Wednesday, September 16, 2015 6:19 PM

To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)

Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)

Subject: Updates for PBITS and Umbrella

Commissioner and Karen,

Please see attached updates. The first is the PBITS, which has not changed since our meeting this afternoon. Of the 8 outstanding contracts with vendors for signature, I have spoken with 1 vendor and left voice messages for 4 others. I will call the remainder in the morning.

For Umbrella, we just drafted the attached dashboard

Thank you,

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov

www.ogs.ny.gov

Solicitation # 22772 - Project Based Information Technology Consulting Services
 Daily Update: Thursday, Sept 24 4:04 PM

Fully Executed Contracts (signed by Kathy)				
#	Contractor	Lot 1	Lot 2	Lot 3
1	APPLIED GEOGRAPHIC'S, INC.		x	
2	Business Logic Inc.	x		
3	Compulink Technologies Inc.	x	x	
4	CRGT Inc.		x	x
5	CSG GOVERNMENT SOLUTIONS, INC.		x	
6	Digits LLC	x		
7	DiRAD TECHNOLOGIES, INC.	x		
8	DLT Solutions		x	
9	DOCUMENTATION STRATIGIES, INC.	x		
10	DONIA & ASSOCIATES LLC	x	x	
11	EMC Corp.		x	
12	Fountains Spatial, Inc.		x	
13	GARNET RIVER, LLC	x	x	
14	Genesys Consulting Services, Inc.	x	x	
15	HLN CONSULTING, LLC		x	
16	Infosys International, Inc.	x	x	
17	Intueor Consulting	x	x	
18	IQ Infotek Inc.	x	x	
19	Janus Software	x	x	
20	Knowledge Builders Inc.	x	x	
21	NaviSite, Inc.		x	
22	New York State Technology Enterprise Corporation (NYSTEC)		x	x
23	POD		x	
24	PruTech Solutions	x	x	x
25	PSI International, Inc.	x	x	
26	Sanghi Consulting, Inc.	x	x	
27	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
28	Tech Valley Talent, LLC	x	x	
29	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x		
30	InnoSoul	x		
31	Metaformers, Inc.		x	x
32	Trigyn Technologies		x	
33	NTT Data		x	x
	Totals	20	26	5

	Signed Contracts Received	Contracts at Contractor for Signature	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
Lot 1	21	2	23	20	13
Lot 2	30	6	36	26	25
Lot 3	8	2	10	5	6

	Count of Vendors	Lot 1	Lot 2	Lot 3
Phase I	58	29	40	12
Phase II	39	14	32	6
Price Clarifications	14	4	11	0
Multiple Issues	10	2	8	2
Minimum Qualifications	25	11	21	7
Tentative DQ	44	24	32	3
Total	190			

26 - Lot 2 contracts are complete and will be posted to our website tomorrow

Contracts at Contractor for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	BOWNE MANAGEMENT SYSTEMS	x	x	
2	ESRI		x	
3	Systems Made Simple		x	x
4	HP Enterprise Services, LLC		x	x
5	SVAM International Inc.	x	x	
6	Dell Marketing		x	
	Totals	2	6	2

22802 - Umbrella Status Update

9/23/2015

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals	68	65	57	71
Multiple, Complex Issues	68	10	57	71
Proposals Under Evaluation		55		

Clarifications - Applies to All-Lots		
	Sent	Resolved
Administrative	36	4
Insurance	89	6
Insurance to Cool	36	N/A
Insurance Returned by Cool	28	N/A
Vendor Responsibility	82	34

Lot-Specific Clarifications								
	Lot 1 - Software		Lot 2 - Hardware		Lot 3 - Cloud		Lot 4 - Implementation	
	Sent	Resolved	Sent	Resolved	Sent	Resolved	Sent	Resolved
Verifiable Sales			44	12				
Lot Products			34	11				
Reasonableness of Price			34	9				

Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards		4		
Required for 20%	14	13	12	15
Contracts Sent to Vendor for Signature		0		
Contracts Fully Executed		0		
<i>Listing of Executed Contracts</i>		n/a		

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Thursday, September 24, 2015 8:10 AM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/23
Attachments: PBITS Status 9.23.15.pdf; Umbrella Status 9.23.15.pdf

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Tuesday, September 22, 2015 5:01 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/22

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Monday, September 21, 2015 5:16 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/21

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Friday, September 18, 2015 4:50 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: FW: Updates for PBITS and Umbrella - 9/18

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)

Sent: Thursday, September 17, 2015 5:45 PM

To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)

Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)

Subject: Updates for PBITS and Umbrella - 9/17

Commissioner and Karen,

Please see attached updates. All of the outstanding PBITS vendor contacts mentioned in yesterday's update have been contacted. Two additional contracts were sent for signature today, we'll follow up with those vendors in the morning.

If there is any information that you would like added, please let us know.

Thank you,

Karen Fowler, CPPB

Assistant Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-6920 | karen.fowler@ogs.ny.gov

www.ogs.ny.gov

From: McAuley, Kathleen (OGS)

Sent: Wednesday, September 16, 2015 6:19 PM

To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)

Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)

Subject: Updates for PBITS and Umbrella

Commissioner and Karen,

Please see attached updates. The first is the PBITS, which has not changed since our meeting this afternoon. Of the 8 outstanding contracts with vendors for signature, I have spoken with 1 vendor and left voice messages for 4 others. I will call the remainder in the morning.

For Umbrella, we just drafted the attached dashboard,

Thank you,

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov

www.ogs.ny.gov

Solicitation # 22772 - Project Based Information Technology Consulting Services
 Daily Update: Wednesday, Sept 23 1:46 PM

Fully Executed Contracts (signed by Kathy)				
#	Contractor	Lot 1	Lot 2	Lot 3
1	APPLIED GEOGRAPHIC'S, INC.		x	
2	Business Logic Inc.	x		
3	Computlink Technologies Inc.	x	x	
4	CRGT Inc.		x	x
5	CSG GOVERNMENT SOLUTIONS, INC.		x	
6	Digits LLC	x		
7	DiRAD TECHNOLOGIES, INC.	x		
8	DLT Solutions		x	
9	DOCUMENTATION STRATIGIES, INC.	x		
10	DONIA & ASSOCIATES LLC	x	x	
11	EMC Corp.		x	
12	Fountains Spatial, Inc.		x	
13	GARNET RIVER, LLC	x	x	
14	Genesys Consulting Services, Inc.	x	x	
15	HLN CONSULTING, LLC		x	
16	Infosys International, Inc.	x	x	
17	Intueor Consulting	x	x	
18	IQ Infotek Inc.	x	x	
19	Janus Software	x	x	
20	Knowledge Builders Inc.	x	x	
21	NaviSite, Inc.		x	
22	New York State Technology Enterprise Corporation (NYSTEC)		x	x
23	POD		x	
24	PruTech Solutions	x	x	x
25	PSI International, Inc.	x	x	
26	Sanghi Consulting, Inc.	x	x	
27	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
28	Tech Valley Talent, LLC	x	x	
29	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x		
30	InnoSoul	x		
31	Metaformers, Inc.		x	x
32	Trigyn Technologies		x	
33	NTT Data		x	x
34	DLT Solutions		x	
	Totals	20	27	5

	Signed Contracts Received	Contracts at Contractor for Signature	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
Lot 1	21	2	23	20	13
Lot 2	30	6	36	27	25
Lot 3	8	2	10	5	6

	Count of Vendors	Lot 1	Lot 2	Lot 3
Phase I	58	29	40	12
Phase II	39	14	32	6
Price Clarifications	14	4	11	0
Multiple Issues	10	2	8	2
Minimum Qualifications	25	11	21	7
Tentative DQ	44	24	32	3
Total	190			

Contracts at Contractor for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	BOWNE MANAGEMENT SYSTEMS	x	x	
2	ESRI		x	
3	Systems Made Simple		x	x
4	HP Enterprise Services, LLC		x	x
5	SVAM International Inc.	x	x	
6	Dell Marketing		x	
	Totals	2	6	2

22802 - Umbrella Status Update

9/23/2015

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals	68	65	57	71
Proposals Under Evaluation		55		

Clarifications - Applies to All-Lots		
	Sent	Resolved
Administrative	29	2
Insurance	80	5
Insurance to Cool	36	N/A
Insurance Returned by Cool	28	N/A
Vendor Responsibility	82	34

Lot-Specific Clarifications								
	Lot 1 - Software		Lot 2 - Hardware		Lot 3 - Cloud		Lot 4 - Implementation	
	Sent	Resolved	Sent	Resolved	Sent	Resolved	Sent	Resolved
Verifiable Sales			44	10				
Lot Products			34	11				
Reasonableness of Price			34	9				

Contracts				
	Lot 1 - Software		Lot 2 - Hardware	
Tentative Awards			4	
Required for 20%	14		13	12
Contracts Sent to Vendor for Signature			0	
Contracts Fully Executed			0	
Listing of Executed Contracts			n/a	

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Tuesday, September 22, 2015 5:01 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/22
Attachments: PBITS Update 9.22.15.pdf; Umbrella Status 9.22.15.pdf

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Monday, September 21, 2015 5:16 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/21

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Friday, September 18, 2015 4:50 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: FW: Updates for PBITS and Umbrella - 9/18

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 17, 2015 5:45 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)

Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/17

Commissioner and Karen,

Please see attached updates. All of the outstanding PBITS vendor contacts mentioned in yesterday's update have been contacted. Two additional contracts were sent for signature today, we'll follow up with those vendors in the morning.

If there is any information that you would like added, please let us know.

Thank you,

Karen Fowler, CPPB
Assistant Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-6920 | karen.fowler@ogs.ny.gov
www.ogs.ny.gov

From: McAuley, Kathleen (OGS)
Sent: Wednesday, September 16, 2015 6:19 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Updates for PBITS and Umbrella

Commissioner and Karen,

Please see attached updates. The first is the PBITS, which has not changed since our meeting this afternoon. Of the 8 outstanding contracts with vendors for signature, I have spoken with 1 vendor and left voice messages for 4 others. I will call the remainder in the morning.

For Umbrella, we just drafted the attached dashboard,

Thank you,

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov
www.ogs.ny.gov

Solicitation # 22772 - Project Based Information Technology Consulting Services
 Daily Update: Tuesday, Sept 22 3:06 PM

Fully Executed Contracts (signed by Kathy)				
#	Contractor	Lot 1	Lot 2	Lot 3
1	APPLIED GEOGRAPHIC'S, INC.		x	
2	Compulink Technologies Inc.	x	x	
3	CRGT Inc.		x	x
4	CSG GOVERNMENT SOLUTIONS, INC.		x	
5	Digits LLC	x		
6	DiRAD TECHNOLOGIES, INC.	x		
7	DOCUMENTATION STRATIGIES, INC.	x		
8	DONIA & ASSOCIATES LLC	x	x	
9	GARNET RIVER, LLC	x	x	
10	Genesys Consulting Services, Inc.	x	x	
11	HLN CONSULTING, LLC		x	
12	Infosys International, Inc.	x	x	
13	Intueor Consulting	x	x	
14	IQ Infotek Inc.	x	x	
15	Janus Software	x	x	
16	Knowledge Builders Inc.	x	x	
17	NaviSite, Inc.		x	
18	New York State Technology Enterprise Corporation (NYSTEC)		x	x
19	POD		x	
20	PSI International, Inc.	x	x	
21	Sanghi Consulting, Inc.	x	x	
22	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
23	Tech Valley Talent, LLC	x	x	
24	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x		
25	InnoSoul	x		
26	Metaformers, Inc.		x	x
27	Trigyn Technologies		x	
28	NTT Data		x	x
29	DLT Solutions		x	
	Totals	18	23	4

	Signed Contracts Received	Contracts at Contractor for Signature	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
Lot 1	20	5	23	18	13
Lot 2	28	11	36	23	25
Lot 3	6	7	10	4	6

	Count of Vendors	Lot 1	Lot 2	Lot 3
Phase I	58	29	40	12
Phase II	39	14	32	6
Price Clarifications	14	4	11	0
Multiple Issues	10	2	8	2
Minimum	25	11	21	7
Tentative DQ	44	24	32	3
Total	190			

Contracts at Contractor for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	22nd Century Tech	x	x	x
2	BOWNE MANAGEMENT SYSTEMS	x	x	
3	Business Logic Inc.	x		
4	DLT SOLUTIONS		x	
5	ESRI		x	
6	NTT Data		x	x
7	PruTech Solutions	x	x	x
8	Gartner, Inc.		x	x
9	Unisys Corporation		x	x
10	Systems Made Simple		x	x
11	HP Enterprise Services, LLC		x	x
12	SVAM International Inc.	x	x	
13	Dell Marketing			
	Totals	5	11	7

22802 - Umbrella Status Update

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud
Total Proposals	68	62	57
Proposals Under Evaluation		48	

Clarifications			
Administrative		23	
Verifiable Sales		42	
Pricing (Lot Validity)		34	
Reasonableness of Price		34	
Insurance		77	
Insurance to Cool		36	
Insurance Returned by Cool		28	
Vendor Responsibility		79	

Contracts			
Tentative Awards		4	
Required for 20%	14	13	12
Contracts Sent to Vendor for Signature		0	
Contracts Fully Executed		0	
Listing of Executed Contracts		n/a	

No DQs at this time

9/22/2015

Lot 4 -
Implementation
71

Category Added 9/22/15

15

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Monday, September 21, 2015 5:16 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/21
Attachments: PBITS Status 9.21.15.pdf; Umbrella Status 9.21.15.pdf

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Friday, September 18, 2015 4:50 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: FW: Updates for PBITS and Umbrella - 9/18

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 17, 2015 5:45 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/17

Commissioner and Karen,

Please see attached updates. All of the outstanding PBITS vendor contacts mentioned in yesterday's update have been contacted. Two additional contracts were sent for signature today, we'll follow up with those vendors in the morning.

If there is any information that you would like added, please let us know.

Thank you,

Karen Fowler, CPPB
Assistant Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242

From: McAuley, Kathleen (OGS)
Sent: Wednesday, September 16, 2015 6:19 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Updates for PBITS and Umbrella

Commissioner and Karen,

Please see attached updates. The first is the PBITS, which has not changed since our meeting this afternoon. Of the 8 outstanding contracts with vendors for signature, I have spoken with 1 vendor and left voice messages for 4 others. I will call the remainder in the morning.

For Umbrella, we just drafted the attached dashboard,

Thank you,

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov
www.ogs.ny.gov

Solicitation # 22772 - Project Based Information Technology Consulting Services
 Daily Update: Monday, Sept 21 5:12 PM

Fully Executed Contracts (signed by Kathy)				
#	Contractor	Lot 1	Lot 2	Lot 3
1	APPLIED GEOGRAPHIC'S, INC.		x	
2	Copulink Technologies Inc.	x	x	
3	CRGT Inc.		x	x
4	CSG GOVERNMENT SOLUTIONS, INC.		x	
5	Digits LLC	x		
6	DIRAD TECHNOLOGIES, INC.	x		
7	DOCUMENTATION STRATIGIES, INC.	x		
8	DONIA & ASSOCIATES LLC	x	x	
9	GARNET RIVER, LLC	x	x	
10	Genesys Consulting Services, Inc.	x	x	
11	HLN CONSULTING, LLC		x	
12	Infosys International, Inc.	x	x	
13	Intueor Consulting	x	x	
14	IQ Infotek Inc.	x	x	
15	Janus Software	x	x	
16	Knowledge Builders Inc.	x	x	
17	NaviSite, Inc.		x	
18	New York State Technology Enterprise Corporation (NYSTEC)		x	x
19	POD		x	
20	PSI International, Inc.	x	x	
21	Sanghi Consulting, Inc.	x	x	
22	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
23	Tech Valley Talent, LLC	x	x	
24	Universal Management Technology, Inc. D/B/A Universal Management Solutions	x		
25	InnoSoul	x		
26	Metaformers, Inc.		x	x
27	Trigyn Technologies		x	
	Totals	18	21	3

Signed Contracts Received	Contracts at Contractor for Signature	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
Lot 1	20	5	22	18
Lot 2	27	14	36	21
Lot 3	7	7	11	3
				6

	Count of Vendors	Lot 1	Lot 2	Lot 3
Phase I	55	29	40	12
Phase II	42	15	35	7
Price Clarifications	14	4	11	0
Multiple Issues	10	2	8	2
Minimum	25	11	21	7
Tentative DQ	44	24	32	3
Total	190			

Contracts at Contractor for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	22nd Century Tech	x	x	x
2	BOWNE MANAGEMENT SYSTEMS	x	x	
3	Business Logic Inc.	x		
4	DLT SOLUTIONS		x	
5	ESRI		x	
6	NTT Data		x	x
7	PruTech Solutions	x	x	x
8	Gartner, Inc.		x	x
9	Unisys Corporation		x	x
10	Fountains Spatial		x	
11	EMC Corporation		x	
12	Systems Made Simple		x	x
13	HP Enterprise Services, LLC		x	x
14	SVAM International Inc.	x	x	
15	Dell Marketing		x	
	Totals	5	14	7

22802 - Umbrella Status Update

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud
Total Proposals	68	62	57
Proposals Under Evaluation		43	

Clarifications			
Verifiable Sales		33	
Pricing		34	
Reasonableness of Price		34	
Insurance		67	
Insurance to Cool		36	
Insurance Returned by Cool		27	
Vendor Responsibility		78	

Contracts			
Tentative Awards		4	
Required for 20%	14	13	12
Contracts Sent to Vendor for Signature		0	
Contracts Fully Executed		0	
<i>Listing of Executed Contracts</i>		n/a	

No DQs at this time

9/21/2015

**Lot 4 -
Implementation**

15

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Friday, September 18, 2015 4:50 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: FW: Updates for PBITS and Umbrella - 9/17
Attachments: PBITS Status 9.18.15.pdf; Umbrella Status 9.18.15.pdf

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 17, 2015 5:45 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/17

Commissioner and Karen,

Please see attached updates. All of the outstanding PBITS vendor contacts mentioned in yesterday's update have been contacted. Two additional contracts were sent for signature today, we'll follow up with those vendors in the morning.

If there is any information that you would like added, please let us know.

Thank you,

Karen Fowler, CPPB
Assistant Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-6920 | karen.fowler@ogs.ny.gov
www.ogs.ny.gov

From: McAuley, Kathleen (OGS)
Sent: Wednesday, September 16, 2015 6:19 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Updates for PBITS and Umbrella

Commissioner and Karen,

Solicitation # 22772 - Project Based Information Technology Consulting Services
 Daily Update: Friday, Sept 18 1:43 PM

Fully Executed Contracts (signed by Kathy)				
#	Contractor	Lot 1	Lot 2	Lot 3
1	APPLIED GEOGRAPHIC'S, INC.		x	
2	Compulink Technologies Inc.	x	x	
3	CRGT Inc.		x	x
4	CSG GOVERNMENT SOLUTIONS, INC.		x	
5	Digits LLC	x		
6	DIRAD TECHNOLOGIES, INC.	x		
7	DOCUMENTATION STRATIGIES, INC.	x		
8	DONIA & ASSOCIATES LLC	x	x	
9	GARNET RIVER, LLC	x	x	
10	Genesys Consulting Services, Inc.	x	x	
11	HLN CONSULTING, LLC		x	
12	Infosys International, Inc.	x	x	
13	Intueor Consulting	x	x	
14	IQ Infotek Inc	x	x	
15	Janus Software	x	x	
16	Knowledge Builders Inc.	x	x	
17	Navisite, Inc.		x	
18	New York State Technology Enterprise Corporation (NYSTEC)		x	x
19	POD		x	
20	PSI International, Inc.	x	x	
21	Sanghi Consulting, Inc.	x	x	
22	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
23	Tech Valley Talent, LLC	x	x	
24	Universal Management Technology, Inc. D/B/A Universal Management Solutions	x		
25	InnoSoul	x		
26	Metaformers, Inc		x	x
27	Trigyn Technologies		x	
Totals		18	21	3

	Signed Contracts Received	Contracts at Contractor for Signature	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
Lot 1	18	4	22	18	13
Lot 2	24	8	33	21	25
Lot 3	4	5	9	3	6

	Count of Vendors	Lot 1	Lot 2	Lot 3
Phase I	54	29	40	12
Phase II	41	16	35	7
Price Clarifications	16	4	13	0
Multiple Issues	10	2	8	2
Minimum	25	11	21	7
Tentative DQ	44	24	32	3
Total	190			

Contracts at Contractor for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	22nd Century Tech	x	x	x
2	BOWNE MANAGEMENT SYSTEMS	x	x	
3	Business Logic Inc.	x		
4	DLT SOLUTIONS		x	
5	ESRI		x	
6	NTT Data		x	x
7	PruTech Solutions	x	x	x
8	Gartner, Inc		x	x
9	Unisys Corporation		x	x
10	Fountains Spatial		x	
11	EMC Corporation		x	
12	Systems Made Simple		x	x
Totals		4	8	5

Umbrella Status Update		9/18/2015			
		Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals		68	62	57	71
Proposals under evaluation			43		
Clarifications					
Verifiable Sales		33			
Pricing		34			
Reasonableness of Price		34			
Insurance		55			
Insurance to Cool		36			
Insurance returned by Cool		22			
Vendor Responsibility		75			
Tentative Awards		4			
Required for 20%		14	13	12	15
Contracts Sent to Vendor for Signature			0		
Contracts Fully Executed			0		
<i>Listing of executed contracts</i>			n/a		

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Thursday, September 17, 2015 5:45 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/17
Attachments: PBITS Status 9.17.15.xlsx; Umbrella Status 9.17.15.xlsx

Commissioner and Karen,

Please see attached updates. All of the outstanding PBITS vendor contacts mentioned in yesterday's update have been contacted. Two additional contracts were sent for signature today, we'll follow up with those vendors in the morning.

If there is any information that you would like added, please let us know.

Thank you,

Karen Fowler, CPPB
Assistant Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-6920 | karen.fowler@ogs.ny.gov
www.ogs.ny.gov

From: McAuley, Kathleen (OGS)
Sent: Wednesday, September 16, 2015 6:19 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Updates for PBITS and Umbrella

Commissioner and Karen,

Please see attached updates. The first is the PBITS, which has not changed since our meeting this afternoon. Of the 8 outstanding contracts with vendors for signature, I have spoken with 1 vendor and left voice messages for 4 others. I will call the remainder in the morning.

For Umbrella, we just drafted the attached dashboard, [REDACTED]

Thank you,

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov
www.ogs.ny.gov

Solicitation # 22772 - Project Based Information Technology Consulting Services
Daily Update: Thursday, Sept 17 **5:32 PM**

Fully Executed Contracts (signed by Kathy)				
#	Contractor	Lot 1	Lot 2	Lot 3
1	APPLIED GEOGRAPHIC'S, INC.		x	
2	Compulink Technologies Inc.	x	x	
3	CRGT Inc.		x	x
4	CSG GOVERNMENT SOLUTIONS, INC.		x	
5	Digits LLC	x		
6	DIRAD TECHNOLOGIES, INC.	x		
7	DOCUMENTATION STRATIGIES, INC.	x		
8	DONIA & ASSOCIATES LLC	x	x	
9	GARNET RIVER, LLC	x	x	
10	Genesys Consulting Services, Inc.	x	x	
11	HLN CONSULTING, LLC		x	
12	Infosys International, Inc.	x	x	
13	Intueor Consulting	x	x	
14	IQ Infotek Inc	x	x	
15	Janus Software	x	x	
16	Knowledge Builders Inc.	x	x	
17	NaviSite, Inc.		x	
18	New York State Technology Enterprise Corporation (NYSTEC)		x	x
19	POD		x	
20	PSI International, Inc.	x	x	
21	Sanghi Consulting, Inc.	x	x	
22	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
23	Tech Valley Talent, LLC	x	x	
24	Universal Management Technology, Inc. D/B/A Universal Management Solutions	x		
25	InnoSoul	x		
26	Metaformers, Inc		x	x
27	Trigyn Technologies		x	
Totals		18	21	3

	Signed Contracts Received	Signed Signature Pages Received via email	Outstanding Contracts	Contracts Sent Out	Fully Executed Contracts	Required for 20%
Lot 1	20	N/A	4	24	18	13
Lot 2	27	N/A	7	30	21	25
Lot 3	4	N/A	4	8	3	6

	Count of Vendors	Lot 1	Lot 2	Lot 3
Phase I	51	29	40	12
Phase II	44	16	38	9
Price Clarifications	16	4	13	0
Multiple Issues	10	2	8	2
Minimum Qualifications	25	11	21	7
Tentative DQ	44	24	32	3
Total	190			

Outstanding Contracts (at Contractor for Signature)				
#	Contractor	Lot 1	Lot 2	Lot 3
1	22nd Century Tech	x	x	x
2	BOWNE MANAGEMENT SYSTEMS	x	x	
3	Business Logic Inc.	x		
4	DLT SOLUTIONS		x	
5	ESRI		x	
6	NTT Data		x	x
7	PruTech Solutions	x	x	x
8	Gartner, Inc		x	x
Totals		4	7	4

Umbrella Status Update	9/18/2015	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals	68	62	57		71
Proposals under evaluation		43			
Clarifications					
Verifiable Sales		33			
Pricing		34			
Reasonableness of Price		34			
Insurance		41			
Insurance to Cool		20			
Insurance returned by Cool		8			
Vendor Responsibility		40			
Tentative Awards		4			
Required for 20%	14	13	12	15	
Contracts Sent to Vendor for Signature		0			
Contracts Fully Executed		0			
<i>Listing of executed contracts</i>		n/a			

No DQs at this time

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Wednesday, September 16, 2015 6:19 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Updates for PBITS and Umbrella
Attachments: Copy of DailyUpdateSpreadsheet_2.xlsx; umbrella dashboard.xlsx

Commissioner and Karen,

Please see attached updates. The first is the PBITS, which has not changed since our meeting this afternoon. Of the 8 outstanding contracts with vendors for signature, I have spoken with 1 vendor and left voice messages for 4 others. I will call the remainder in the morning.

For Umbrella, we just drafted the attached dashboard,



Thank you,

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov

www.ogs.ny.gov

Solicitation # 22772 - Project Based Information Technology Consulting Services

Daily Update: Wednesday, Sept 16

1:48 PM

Fully Executed Contracts (signed by Kathy)

#	Contractor	Lot 1	Lot 2	Lot 3
1	APPLIED GEOGRAPHIC'S, INC.		x	
2	Compulink Technologies Inc.	x	x	
3	CRGT Inc.		x	x
4	CSG GOVERNMENT SOLUTIONS, INC.		x	x
5	Digits LLC	x		
6	DIRAD TECHNOLOGIES, INC.	x		
7	DOCUMENTATION STRATIGIES, INC.	x		
8	DONIA & ASSOCIATES LLC	x	x	
9	GARNET RIVER, LLC	x	x	
10	Genesys Consulting Services, Inc.	x	x	
11	HLN CONSULTING, LLC		x	
12	Infosys International, Inc.	x	x	
13	IQ Infotek Inc	x	x	
14	Janus Software	x	x	x
15	Knowledge Builders Inc.	x	x	
16	NaviSite, Inc.		x	
17	New York State Technology Enterprise Corporation (NYSTEC)		x	x
18	PSI International, Inc.	x	x	
19	Sanghi Consulting, Inc.	x	x	
20	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
21	Tech Valley Talent, LLC	x	x	
22	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x		
23	InnoSoul	x		
24	Metaformers, Inc		x	x
25	Trigyn Technologies		x	
Totals		17	19	5

Outstanding Contracts (at Contractor for Signature)

#	Contractor	Lot 1	Lot 2	Lot 3
1	BOWNE MANAGEMENT SYSTEMS	x	x	
2	DLT SOLUTIONS		x	
3	ESRI		x	
4	INTUEOR CONSULTING	x	x	
5	NTT DATA		x	x
6	POD		x	
7	PruTech Solutions	x	x	x
8	Gartner, Inc		x	x
Totals		3	8	3

	Signed Contracts Received	Signed Signature Pages Received via email	Outstanding Contracts	Contracts Sent Out	Fully Executed Contracts	Required for 20%
Lot 1	17	1	3	20	17	13
Lot 2	19	0	8	28	19	25
Lot 3	4	0	3	7	5	6

	Count of Vendors	Lot 1	Lot 2	Lot 3
Phase I	51	29	40	12
Phase II	44	16	38	9
Price Clarifications	16	4	13	0
Multiple Issues	10	2	8	2
Minimum Qualifications	25	11	21	7
Tentative DQ	44	24	32	3
Total	190			

Umbrella Status Update	9/16/2015	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals	68	62	57		71
Proposals under evaluation		43			
Clarifications					
Verifiable Sales		5			
Pricing		27			
Reasonableness of Price		10			
Insurance		39			
Insurance to Cool		14			
Insurance returned by Cool		8			
Vendor Responsibility		5			
Tentative Awards		3			
Required for 20%	14	13	12		15
Contracts Sent to Vendor for Signature		0			
Contracts Fully Executed		0			
<i>Listing of executed contracts</i>		n/a			

No DQs at this time

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Tuesday, September 15, 2015 2:29 PM
To: Destito, RoAnn (OGS)
Cc: Tyler, Karen B (OGS); Filburn, Susan M (OGS); Fowler, Karen A (OGS); McCloskey, Ashley (OGS)
Subject: PBITS meeting at 3
Attachments: DailyUpdateSpreadsheet_9152015_155PM.PDF; PBITS Umbrella Timeframes.docx; Scan001.pdf; Top Ten List of Insurance Issues_22772.docx

Commissioner,

Please see attached documents for our meeting today, [REDACTED]

1. Daily Update Spreadsheet – this provides the latest status on PBITS contracts (e.g. contracts out to vendors for signature, fully executed)
2. Timeframes for both PBITS and Umbrella
3. [REDACTED]
4. [REDACTED]

Thank you,

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov
www.ogs.ny.gov

Signed Contracts Received				
#	Contractor	Lot 1	Lot 2	Lot 3
1	APPLIED GEOGRAPHIC'S, INC.		x	
2	Compulink Technologies Inc.	x	x	
3	CRGT Inc.		x	x
4	CSG GOVERNMENT SOLUTIONS, INC.		x	x
5	Digits LLC	x		
6	DIRAD TECHNOLOGIES, INC.	x		
7	DOCUMENTATION STRATEGIES, INC.	x		
8	DONIA & ASSOCIATES LLC	x	x	
9	GARNET RIVER, LLC	x	x	
10	Genesys Consulting Services, Inc.	x	x	
11	HLN CONSULTING, LLC		x	
12	Infosys International, Inc.	x	x	
13	innoSoul, Inc.	x		
14	IQ Infotek Inc	x	x	
15	Knowledge Builders Inc.	x	x	
16	Metaformers, Inc.		x	x
17	Navisite, Inc.		x	
18	New York State Technology Enterprise Corporation (NYSTEC)		x	x
19	Oracle America, Inc.		x	
20	PSI International, Inc.	x	x	
21	Sanghi Consulting, Inc.	x	x	
22	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
23	Tech Valley Talent, LLC	x	x	
24	Trigyn Technologies		x	
25	Universal Management Technology, Inc. D/B/A Universal Management Solutions	x		
26	Janus Software	1	2	
	Totals	17	19	4

Signed Signature Pages Received				
#	Contractor	Lot 1	Lot 2	Lot 3
1	International Projects Consultancy Services	x		
2				
	Totals	1	0	0

Outstanding Contracts				
#	Contractor	Lot 1	Lot 2	Lot 3
1	BOWNE MANAGEMENT SYSTEMS	x	x	
2	DLT SOLUTIONS		x	
3	ESRI		x	
4	INTUEOR CONSULTING	x	x	
5	JANUS ASSOCIATES	x	x	
6	NTT DATA		x	x
7	POD		x	
8	PruTech Solutions	x	x	x
9	Gartner, Inc.		x	x
	Totals	4	9	3

Tentative Contract Awards Sent Phase 1		Contracts Sent Out	Signed Contracts Received	Fully Executed Contracts
51		34	26	23

	Signed Contracts Received	Signed Signature Pages Received via email	Outstanding Contracts	Contracts Sent Out	Fully Executed Contracts	Required for 20%
Lot 1	17	1	4	20	19	13
Lot 2	19	0	9	28	17	24
Lot 3	4	0	3	7	3	6

Fully Executed Contracts				
#	Contractor	Lot 1	Lot 2	Lot 3
1	APPLIED GEOGRAPHIC'S, INC.		x	
2	Compulink Technologies Inc.	x	x	
3	Digits LLC	x		
4	DIRAD TECHNOLOGIES, INC.	x		
5	DOCUMENTATION STRATEGIES, INC.	x		
6	DONIA & ASSOCIATES LLC	x	x	
7	GARNET RIVER, LLC	x	x	
8	Genesys Consulting Services, Inc.	x	x	
9	HLN CONSULTING, LLC		x	
10	Infosys International, Inc.	x	x	
11	IQ Infotek Inc	x	x	
12	Knowledge Builders Inc.	x	x	
13	Navisite, Inc.		x	
14	New York State Technology Enterprise Corporation (NYSTEC)		x	x
15	PSI International, Inc.	x	x	
16	Sanghi Consulting, Inc.	x	x	
17	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
18	Tech Valley Talent, LLC	x	x	
19	Universal Management Technology, Inc. D/B/A Universal Management Solutions	x		
20	innoSoul	x		
21	Metaformers, Inc.		x	x
22	Trigyn Technologies		x	
23	Janus Software	x	x	x
	Totals	19	17	3

CONFIDENTIAL

PBITS and Umbrella Timelines

PBITS Timeframe (Phase 1)

Lot 1 (20% + 13 required, 16 fully executed) – September 16 if website approved

Lot 2 (20% 24 required, 15 fully executed) – September 23

Lot 3 (20% 6 required, 2 fully executed with 4 additional anticipated by 9/16) – September 16 if website approved

Umbrella Timeframe (Phase 1)

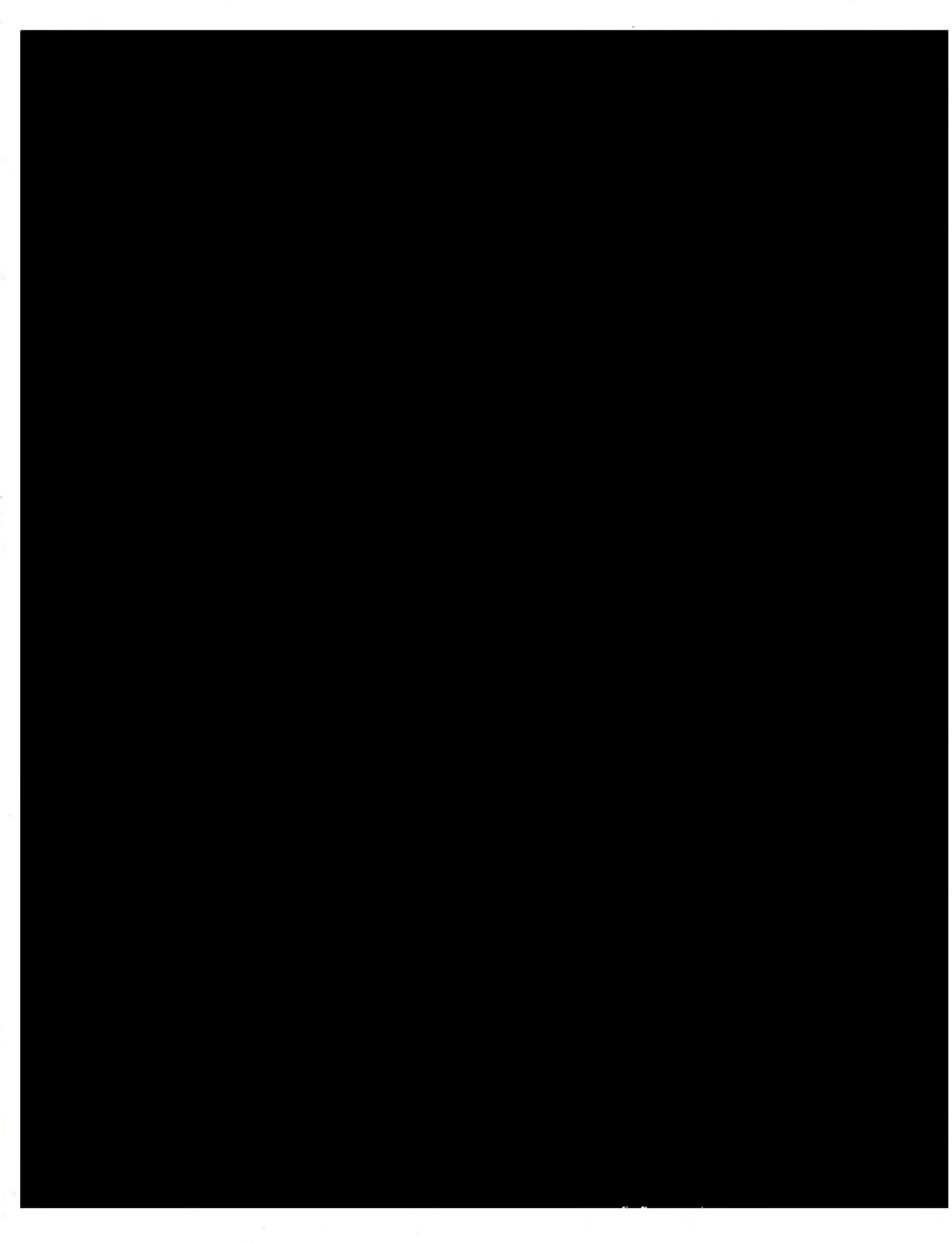
Lot 2 Hardware (20%) – September 30

Lot 1 Software (20%) – October 3

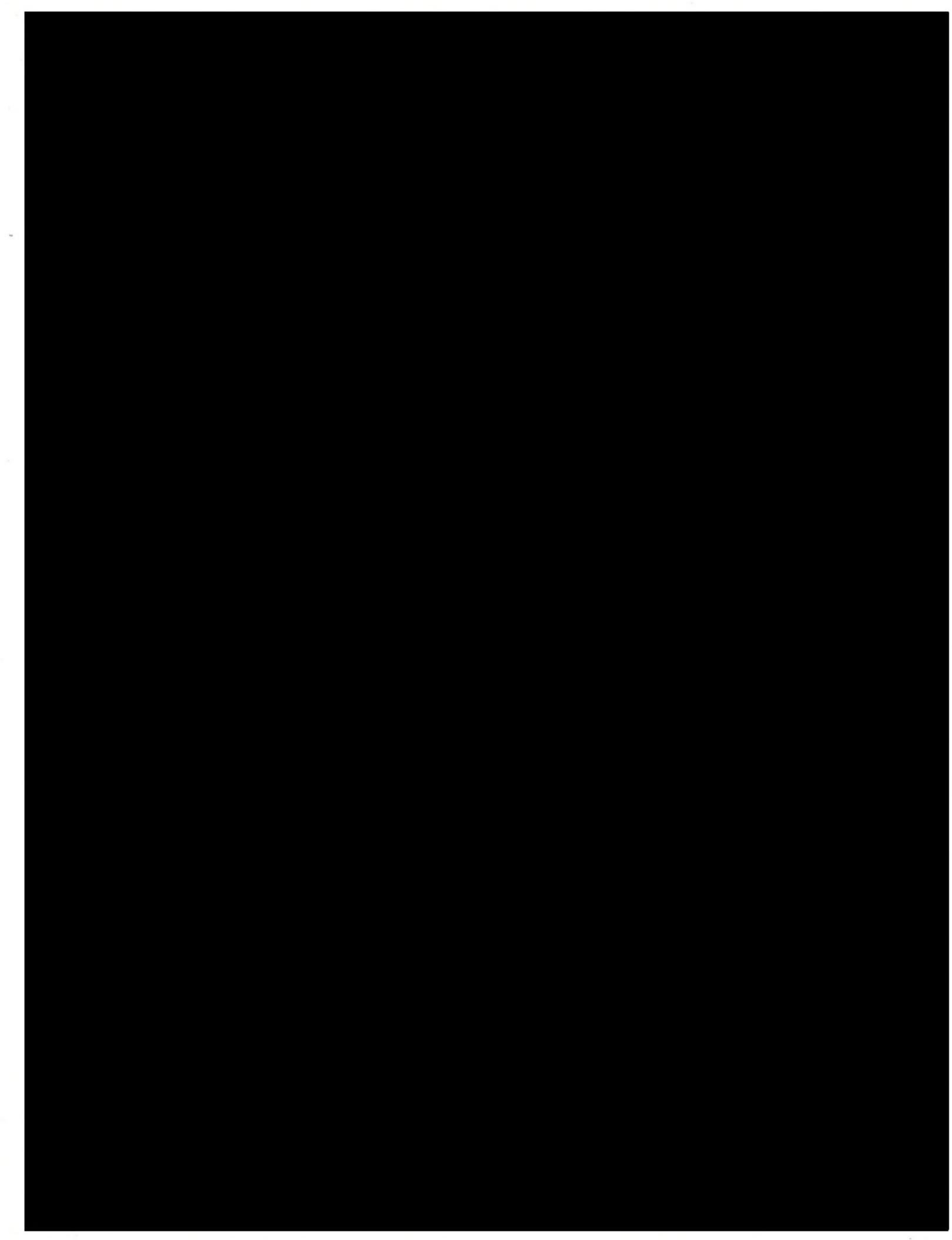
Lot 3 Cloud (20%) – November 15

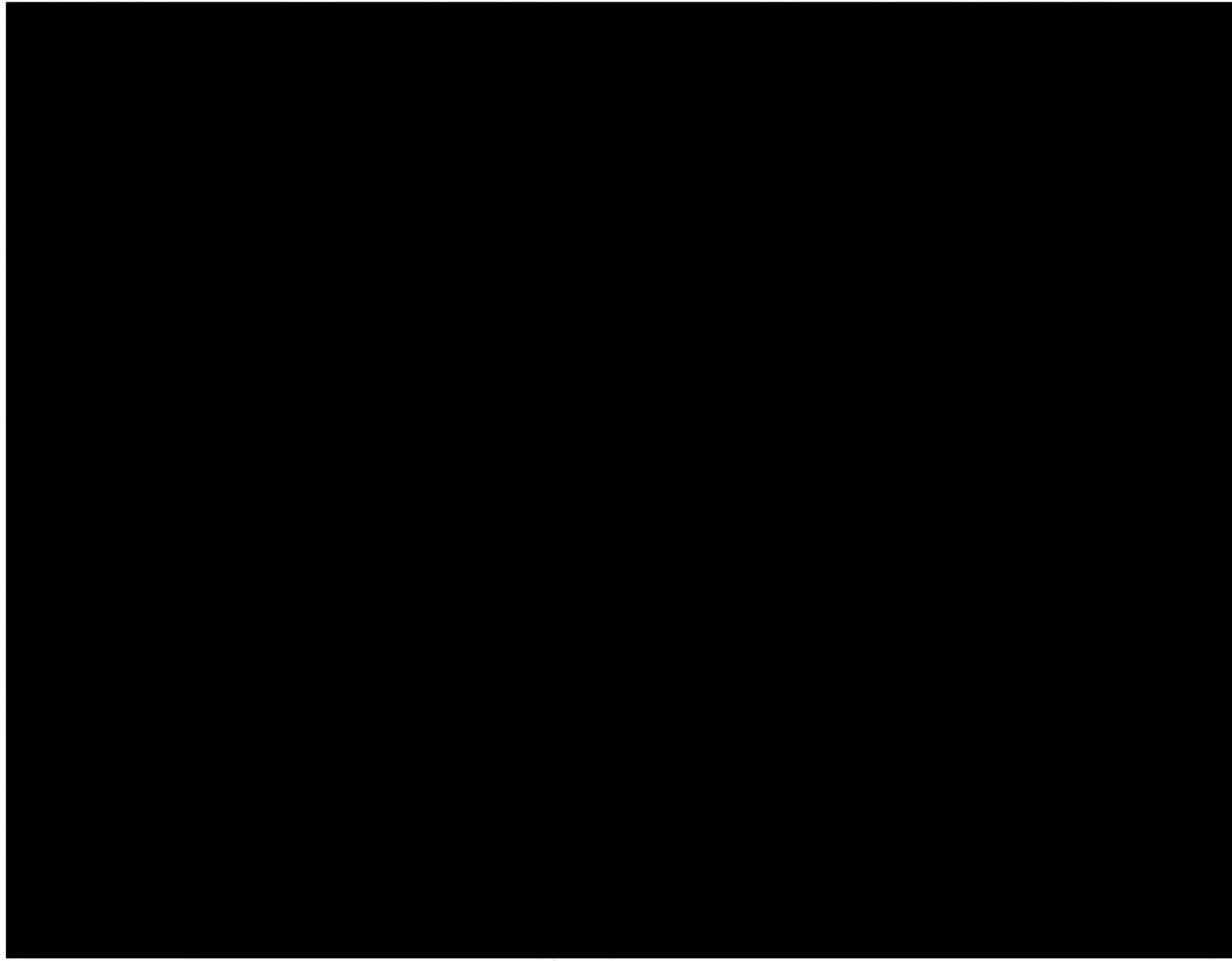
Lot 4 Implementation (20%) – September 30

Remainder of awards for PBITS and Umbrella will be rolled out as soon as vendor information received.









Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Monday, September 28, 2015 8:45 AM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: FW: Updates for PBITS and Umbrella - 9/24
Attachments: PBITS Status 9.25.15.pdf; Umbrella Status 9.25.15.pdf

Commissioner and Karen,

Please see the attached updates. Following is a breakdown by Lots of PBITS contracts issued as of 9/25:

Lot 1 - 21
Lot 2 - 29
Lot 3 - 07

Contracts have been posted to the OGS website (see link below) and are available for use.

<http://ogs.ny.gov/purchase/snt/awardnotes/7360022772can.HTM>

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 24, 2015 4:12 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/24

Commissioner and Karen,

Please see the attached updates. We finalized twenty-six Lot 2 contracts and three additional Lot 1 contracts today. The contracts will be posted on our website tomorrow.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 24, 2015 8:10 AM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/23

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Tuesday, September 22, 2015 5:01 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/22

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Monday, September 21, 2015 5:16 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/21

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Friday, September 18, 2015 4:50 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: FW: Updates for PBITS and Umbrella - 9/18

Commissioner and Karen,

Please see attached updates.

Thank you.

Karen

From: Fowler, Karen A (OGS)
Sent: Thursday, September 17, 2015 5:45 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: Updates for PBITS and Umbrella - 9/17

Commissioner and Karen,

Please see attached updates. All of the outstanding PBITS vendor contacts mentioned in yesterday's update have been contacted. Two additional contracts were sent for signature today, we'll follow up with those vendors in the morning.

If there is any information that you would like added, please let us know.

Thank you,

Karen Fowler, CPPB
Assistant Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-6920 | karen.fowler@ogs.ny.gov
www.ogs.ny.gov

From: McAuley, Kathleen (OGS)
Sent: Wednesday, September 16, 2015 6:19 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Updates for PBITS and Umbrella

Commissioner and Karen,

Please see attached updates. The first is the PBITS, which has not changed since our meeting this afternoon. Of the 8 outstanding contracts with vendors for signature, I have spoken with 1 vendor and left voice messages for 4 others. I will call the remainder in the morning.

For Umbrella, we just drafted the attached dashboard,

Thank you,

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services / Procurement Services
38th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 474-1994 | kathleen.mcauley@ogs.ny.gov
www.ogs.ny.gov

Fully Executed Contracts (signed by Kathy)				
#	Contractor	Lot 1	Lot 2	Lot 3
1	22nd Century	x	x	x
2	APPLIED GEOGRAPHIC'S, INC.		x	
3	Business Logic Inc.	x		
4	Compulink Technologies Inc.	x	x	
5	CRGT Inc.		x	x
6	CSG GOVERNMENT SOLUTIONS, INC.		x	
7	Digite LLC	x		
8	DIRAD TECHNOLOGIES, INC.	x		
9	DLT Solutions		x	
10	DOCUMENTATION STRATIGIES, INC.	x		
11	DONIA & ASSOCIATES LLC	x	x	
12	EMC Corp.		x	
13	Fountains Spetal, Inc.		x	
14	GARNET RIVER, LLC	x	x	
15	Genesys Consulting Services, Inc.	x	x	
16	HLN CONSULTING, LLC		x	
17	Infosys International, Inc.	x	x	
18	InnoSoul	x		
19	Intueor Consulting	x	x	
20	IQ Infotek Inc.	x	x	
21	Janus Software	x	x	
22	Knowledge Builders Inc.	x	x	
23	Metaformers, Inc.		x	x
24	NaviSite, Inc.		x	
25	New York State Technology Enterprise Corporation (NYSTEC)		x	x
26	NTT Data		x	x
27	Oracle		x	
28	POD		x	
29	PruTech Solutions	x	x	x
30	PSI International, Inc	x	x	
31	Sanghi Consulting, Inc.	x	x	
32	Seven Seas Technologies, Inc. D/B/A S2Tech	x		
33	Tech Valley Talent, LLC	x	x	
34	Trigyn Technologies		x	
35	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x		
36	Unysis Corp		x	x
Totals		21	29	7

	Signed Contracts Received	Contracts sent to Contractor for Signature	Total Number of Contracts Sent Out	Fully Executed Contracts posted to the website	Required for 20%
Lot 1	21	2	23	21	13
Lot 2	29	6	36	29	25
Lot 3	8	2	10	7	6

	Count of Vendors	Lot 1	Lot 2	Lot 3
Phase I	60	29	40	12
Phase II	37	14	30	5
Price Clarifications	16	4	13	0
Multiple Issues	10	2	8	2
Minimum	23	11	19	7
Tentative DQ	44	24	32	3
Total	190			

Contracts sent to Contractor for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	BOWNE MANAGEMENT SYSTEMS	x	x	
2	Dell Marketing		x	
3	ESRI		x	
4	HP Enterprise Services, LLC		x	x
6	SVAM International Inc.	x	x	
7	Systems Made Simple		x	x
Totals		2	8	2

22802 - Umbrella Status Update

9/25/2015

	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Total Proposals	68	65	57	71
Multiple, Complex Issues	68	10	57	71
Proposals Under Evaluation		55		

Clarifications - Applies to All-Lots		
	Sent	Resolved
Administrative	49	9
Insurance	93	7
Insurance to Cool	39	N/A
Insurance Returned by Cool	31	N/A
Vendor Responsibility	89	39

Lot-Specific Clarifications								
	Lot 1 - Software		Lot 2 - Hardware		Lot 3 - Cloud		Lot 4 - Implementation	
	Sent	Resolved	Sent	Resolved	Sent	Resolved	Sent	Resolved
Verifiable Sales			47	12				
Lot Products			34	11				
Reasonableness of Price			34	9				

Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Tentative Awards		4		
Required for 20%	14	13	12	15
Contracts Sent to Vendor for Signature		0		
Contracts Fully Executed		0		
Listing of Executed Contracts		n/a		

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Thursday, January 14, 2016 5:40 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: PBITS and Umbrella updates
Attachments: Daily Update 01142016.pdf; 1-14-16 22802 Daily Summary Commissioner.pdf

Commissioner and Karen,

For umbrella, today we added Accenture Lots 1 and 4 and Trippe Mfr. Lot 2. There are a couple more in the queue that we hope to add tomorrow, including AT&T. For PBITS, several new contractors were added.

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services | Procurement Services

38th Floor, Corning Tower, ESP, Albany NY 12242

p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov

www.nyspro.ogs.ny.gov

Follow Us:



[nysprocurement](#)



[@NYSPRO](#)

Fully Executed Contracts						SBE	MBE & WBES		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
	Lot # Totals	41	75	15	26	29							
#	Contractor	Lot 1	Lot 2	Lot 3			Lot 1	47	49	41	13		
1	22nd Century	x	x	x			Lot 2	92	92	75	25		
2	Accenture LLP		x	x			Lot 3	17	17	15	6		
3	Acro Service Corp	x											
4	Advizex Technologies		x							Count of Vendors	Lot 1	Lot 2	Lot 3
S	Aeon Nexus Corporation	x	x		SBE	MBE	Phase I	62	33	50	14		
6	APPLIED GEOGRAPHIC'S, INC.		x				Phase II	66	23	50	4		
7	Ardent Technologies, Inc.	x	x			MBE	Price Clarifications	0	0	0	0		
8	Artech Information Systems		x				Multiple Issues	0	0	0	0		
9	Atria Consulting, LLC	x	x			WBE	Minimum Qualifications	0	0	0	0		
10	Bowne Management Systems	x	x		SBE		Tentative DQ	62	29	41	7		
11	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x				Total	190					
12	Business Logic Inc.	x			SBE								
13	CGI Technologies and Solutions Inc.	x			SBE								
14	CherryRoad Technologies		x	x									
15	CMA	x	x	x		WBE							
16	Cogent Technologies Inc	x			SBE								
17	Compulink Technologies Inc.		x	x		MBE							
18	Counterpointe Solutions		x										
19	CRGT Inc.		x	x									
20	CSG GOVERNMENT SOLUTIONS, INC.		x										
21	CTG Incorporated		x										
22	Deloitte Consulting		x	x									
24	Digits LLC	x			SBE								
25	DLT Solutions		x										
26	DOCUMENTATION STRATIGIES, INC.	x			SBE	WBE							
27	DONIA & ASSOCIATES LLC	x	x		SBE	MWBE							
28	DynTek Services, Inc		x										
29	E.infrastructure Technologies, Inc. D/B/A nfrastructure		x										
30	ECC Technologies Inc.	x	x										
31	EMC Corp.		x										
32	Environmental Systems Research Institute, Inc. D/B/A Esrl		x										
33	Fountains Spatial, Inc.		x										
34	GARNET RIVER, LLC	x	x			WBE							
35	Gartner		x	x									
36	Genesys Consulting Services, Inc.	x	x		SBE	WBE							
37	Geographic Information Services		x										

Contracts at Vendors for Signature

#	Contractor	Lot 1	Lot 2	Lot 3
1	Dimension Data North America, Inc.		x	
2	ImageWorks	x	x	
	Totals	1	2	0

38	Grant Thornton	x			
39	Greenman-Pedersen	x		SBE	
40	HLN CONSULTING, LLC	x			
41	HP	x	x		
42	Infor Public Sector, Inc.	x			
43	Information Builders	x			
44	Information Methods Incorporated	x	x		SBE
45	Infosys International, Inc.	x	x	SBE	MWBE
46	InnoSoul	x		SBE	MWBE
47	International Projects Consultancy Services	x			MWBE
48	Intueor Consulting	x	x		MBE
49	IQ Infotek Inc.	x	x		MBE
50	IV4	x		SBE	
51	Janus Software	x	x		WBE
52	KMQ Enterprises	x	x	SBE	WBE
53	Knowledge Builders Inc.	x	x	SBE	WBE
54	KPMG LLP		x		
55	Linium		x		
56	LogicalWave Technologies	x	x	SBE	
57	MCI Communications Services		x		
58	Metaformers, Inc.		x	x	
59	Mission Critical Partners		x		
60	NaviSite, Inc.		x		
61	Network Outsource	x	x		
62	New York State Technology Enterprise Corporation (NYSTEC)		x	x	
63	NTT Data		x	x	
64	Oracle		x		
65	PhoeniX Business Inc. D/B/A PhoeniX Business Consulting		x		
66	Planet Technologies		x		
67	POD		x		
68	PruTech Solutions	x	x	x	MBE
69	PSI International, Inc.	x	x	SBE	MBE
70	QED Inc. D/B/A QED National	x			WBE
71	RKV Technologies		x		
72	Sanghi Consulting, Inc.	x	x	SBE	MBE
73	Seven Seas Technologies, Inc. D/B/A S2Tech	x			MBE
74	Sirus Computer Solutions		x		
75	SMT Associates	x		SBE	MBE
76	Spruce Technology, Inc.	x		SBE	MBE
77	Stone Environmental Inc.		x		
78	SVAM International Inc.	x	x		MBE
79	Syscom		x		
80	Systems Made Simple		x	x	
81	Tech Valley Talent, LLC	x	x	SBE	WBE
82	The Green Tree Group		x		
83	The North Highland Company		x		
84	Trigyn Technologies		x		
85	Troy Web Consulting	x		SBE	
86	Unique Comp Inc.	x	x		MWBE
87	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x		SBE	
88	Unysis Corp		x	x	
89	V Group	x	x	SBE	MWBE
90	Windsor Solutions, Inc.		x		

Legend
Fully executed - may have issue
Added today
Higher than prior update

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Tuesday, January 05, 2016 5:29 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Status updates
Attachments: Copy of 1-5-16 22802 Daily Summary Commissioner pdf.xlsx; Daily Update 01052016.pdf

Commissioner and Karen,

Please see attached status updates. For Umbrella, you will see that we have met lots 1,2 and 4. We are 1 away from lot 3 and [REDACTED] For PBITs, we now have 76 contractors available, many under multiple lots.

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services | Procurement Services

38th Floor, Corning Tower, ESP, Albany NY 12242

p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov

www.nyspro.ogs.ny.gov

Follow Us:



[nysprocurement](#)



[@NYSPro](#)

22802 - Umbrella Status Update

1/5/2016

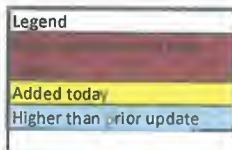
Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Final Contracts Sent to Vendor for Signature	18	25	12	16
Signed Contracts Returned from Vendor	13	20	10	12
Contracts Fully Executed	13	18	10	12
Required for 20%	12	10	11	12

Listing of Executed Contracts				
	N/A	Yes	N/A	Yes
ALE USA Inc.	N/A	Yes	N/A	Yes
Aerohive Networks Inc.	N/A	Yes	N/A	N/A
Arista Networks, Inc.	Yes	Yes	N/A	N/A
Assetworks LCC	Yes	Yes	Yes	Yes
Avaya, Inc. D/B/A Avaya	Yes	Yes	Yes	Yes
Checkpoint Software	Yes	Yes	N/A	N/A
Citrix Systems, Inc.	Yes	Yes	Yes	N/A
Currier, McCabe and Associates, Inc. D/B/A CMA Consulting Services	Yes	N/A	Yes	Yes
Dirad Technologies	N/A	N/A	Yes	N/A
Dell Marketing LP	Yes	Yes	Yes	Yes
EMC Corporation	Yes	Yes	Yes	Yes
D/B/A EMC of Massachusetts				
Enforcement Video, LLC D/B/A WatchGuard Video	Yes	Yes	N/A	N/A
Ergotron, Inc.	N/A	Yes	N/A	N/A
Fujitsu America, Inc.	N/A	Yes	N/A	N/A
Hitachi Data Systems	Yes	Yes	N/A	Yes
NEC Corporation of America	Yes	Yes	N/A	Yes
NetApp, Inc.	Yes	Yes	N/A	Yes
Samsung Electronics America, Inc.	N/A	Yes	N/A	N/A
Storage Engine, Inc.	N/A	Yes	Yes	Yes
Unisys Corporation	Yes	Yes	Yes	Yes
Verizon Business Network Services, Inc.	N/A	N/A	Yes	Yes
Total	13	18	10	12

Fully Executed Contracts					SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
#	Contractor	Lot 1	Lot 2	Lot 3							
1	22nd Century	x	x	x		MBE	Lot 2	83	86	62	25
2	Accenture LLP		x	x			Lot 3	16	17	15	6
3	Acro Service Corp		x								
4	Advizex Technologies		x							Count of Vendors	Lot 1
5	Aeon Nexus Corporation	x	x		5BE	MBE	Phase I	62	33	50	14
6	APPLIED GEOGRAPHIC'S, INC.		x				Phase II	66	23	50	4
7	Artech Information Systems		x				Price Clarifications	0	0	0	0
8	Atria Consulting, LLC	x	x			WBE	Multiple Issues	0	0	0	0
9	Bowne Management Systems	x	x		SBE		Minimum Qualifications	0	0	0	0
10	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x				Tentative DQ	62	29	41	7
11	Business Logic Inc.	x			5BE		Total	190			
12	CGI Technologies and Solutions Inc.	x			SBE						
13	CherryRoad Technologies		x	x							
14	CMA	x	x	x		WBE					
15	Cogent Technologies Inc	x			5BE						
16	Compulink Technologies Inc.	x	x		SBE	MBE					
17	Counterpointe Solutions		x								
18	CRGT Inc.		x	x							
19	CSG GOVERNMENT SOLUTIONS, INC.		x								
20	CTG Incorporated		x								
21	Deloitte Consulting		x	x							
22	Digits LLC	x			SBE						
24	DLT Solutions		x								
25	DOCUMENTATION STRATEGIES, INC.	x			SBE	WBE					
26	DONIA & ASSOCIATES LLC	x	x		SBE	MWBE					
27	DynTek Services, Inc		x								
28	ECC Technologies Inc.	x	x								
29	EMC Corp.		x								
30	Environmental Systems Research Institute, Inc. D/B/A Esri		x								
31	Fountains Spatial, Inc.		x								
32	GARNET RIVER, LLC	x	x			WBE					
33	Gartner		x	x							
34	Genesys Consulting Services, Inc.	x	x		SBE	WBE					
35	Grant Thornton		x								
36	HLN CONSULTING, LLC		x								
37	HP		x	x							

Contracts at Vendors for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	Expersolve	x		
2	ImageWorks	x	x	
3	Information Methods Incorp	x	x	
4	ITT, Inc	x	x	
5	Nagarro		x	
6	SYS5COM, Inc.		x	
7	Tata America International		x	x
8	Telos		x	
9	Vanguard Direct		x	
Totals		4	8	1

38	Infor Public Sector, Inc.	x			
39	Infosys International, Inc.	x	x	SBE	MWBE
40	InnoSoul	x		SBE	MWBE
41	International Projects Consultancy Services	x			MWBE
42	Intueor Consulting	x	x		MBE
43	IQ Infotek Inc.	x	x		MBE
44	IV4	x		SBE	
45	Janus Software	x	x		WBE
46	KMQ Enterprises	x	x	SBE	WBE
47	Knowledge Builders Inc.	x	x	SBE	WBE
48	KPMG LLP		x	x	
49	Linium		x		
50	LogicalWave Technologies	x	x	SBE	
S1	Metaformers, Inc.		x	x	
S2	Mission Critical Partners		x		
S3	Navisite, Inc.		x		
54	New York State Technology Enterprise Corporation (NYSTEC)		x	x	
55	NTT Data		x	x	
56	Oracle		x		
57	POD		x		
S8	PruTech Solutions	x	x	x	MBE
59	PSI International, Inc.	x	x	SBE	MBE
60	QED Inc. D/B/A QED National	x			WBE
61	Sanghi Consulting, Inc.	x	x	SBE	MBE
62	Seven Seas Technologies, Inc. D/B/A S2Tech	x			MBE
63	Sirius Computer Solutions		x		
64	Spruce Technology, Inc.	x		SBE	MBE
65	SVAM International Inc.	x	x		MBE
66	Systems Made Simple		x	x	
67	Tech Valley Talent, LLC	x	x	SBE	WBE
68	The Green Tree Group		x		
69	The North Highland Company		x		
70	Trigyn Technologies		x		
71	Troy Web Consulting	x		SBE	
72	Unique Comp Inc.	x	x		MWBE
73	Universal Management Technology, Inc. D/B/A Universal Management Solutions	x		SBE	
74	Unysis Corp		x	x	
75	V Group	x	x	SBE	MWBE
76	Verizon Business Services		x		



Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Thursday, December 31, 2015 4:09 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Umbrella and PBITS updates
Attachments: 12-31-15 22802 Daily Summary Commissioner.pdf; Daily Update 12312015.pdf

Commissioner and Karen,

For Umbrella, we have continued to reach out to vendors, but as we expected, nothing until next week. On PBITS, we were able to send an additional 9 contracts out this week for signature, [REDACTED]

[REDACTED]
Happy New Year!

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  [nysprocurement](https://www.facebook.com/nysprocurement)  [@NYSPro](https://twitter.com/NYSPro)

22802 - Umbrella Status Update

12/31/2015

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Final Contracts Sent to Vendor for Signature	18	25	12	16
Signed Contracts Returned from Vendor	13	20	10	12
Contracts Fully Executed	13	19	10	12
Required for 20%	12	10	11	13

Listing of Executed Contracts				
	N/A	Yes	N/A	Yes
ALE USA Inc.	N/A	Yes	N/A	Yes
Aerohive Networks Inc.	N/A	Yes	N/A	N/A
Arista Networks, Inc.	Yes	Yes	N/A	N/A
Assetworks LCC	Yes	Yes	Yes	Yes
Avaya, Inc. D/B/A Avaya	Yes	Yes	Yes	Yes
Checkpoint Software	Yes	Yes	N/A	N/A
Citrix Systems, Inc.	Yes	Yes	Yes	N/A
Currier, McCabe and Associates, Inc. D/B/A CMA Consulting Services	Yes	N/A	Yes	Yes
Dirad Technologies	N/A	N/A	Yes	N/A
Dell Marketing LP	Yes	Yes	Yes	Yes
EMC Corporation D/B/A EMC of Massachusetts	Yes	Yes	Yes	Yes
Enforcement Video, LLC D/B/A WatchGuard Video	Yes	Yes	N/A	N/A
Ergotron, Inc.	N/A	Yes	N/A	N/A
Fujitsu America, Inc.	N/A	Yes	N/A	N/A
Hitachi Data Systems	Yes	Yes	N/A	Yes
NEC Corporation of America	Yes	Yes	N/A	Yes
NetApp, Inc.	Yes	Yes	N/A	Yes
Storage Engine, Inc.	N/A	Yes	Yes	Yes
Unisys Corporation	Yes	Yes	Yes	Yes
Verizon Business Network Services, Inc.	N/A	N/A	Yes	Yes
Total	13	17	10	12

Fully Executed Contracts						SBE	M8E & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
#	Contractor	Lot 1	Lot 2	Lot 3									
1	22nd Century	x	x	x			MBE	Lot 1	42	47	38	13	
2	Accenture LLP	x	x					Lot 2	80	85	61	25	
3	Acro Service Corp		x					Lot 3	16	17	15	6	
4	Advizex Technologies		x							Count of Vendors	Lot 1	Lot 2	Lot 3
5	Aeon Nexus Corporation	x	x			SBE	MBE	Phase I	62	33	50	14	
6	APPLIED GEOGRAPHIC'S, INC.		x					Phase II	66	23	50	4	
7	Artech Information Systems		x					Price Clarifications	0	0	0	0	
8	Atria Consulting, LLC	x	x				WBE	Multiple Issues	0	0	0	0	
9	Bowne Management Systems	x	x			SBE		Minimum Qualifications	3	1	2	1	
10	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x					Tentative DQ	59	28	39	6	
11	Business Logic Inc.	x				SBE		Total	190				
12	CGI Technologies and Solutions Inc.	x				SBE							
13	CherryRoad Technologies		x	x									
14	CMA	x	x	x			WBE						
15	Cogent Technologies Inc	x					SBE						
16	Compulink Technologies Inc.	x	x			SBE	M8E						
17	CRGT Inc.		x	x									
18	CSG GOVERNMENT SOLUTIONS, INC.		x										
19	CTG Incorporated		x										
20	Deloitte Consulting		x	x									
21	Digits LLC	x				SBE							
22	DiRAD TECHNOLOGIES, INC.	x				SBE							
23	DLT Solutions		x										
24	DOCUMENTATION STRATEGIES, INC.	x				SBE	WBE						
25	DONIA & ASSOCIATES LLC	x	x			SBE	MWBE						
26	DynTek Services, Inc		x										
27	ECC Technologies Inc.	x	x										
28	EMC Corp.		x										
29	Environmental Systems Research Institute, Inc. D/B/A Esri		x										
30	Fountains Spatial, Inc.		x										
31	GARNET RIVER, LLC	x	x				WBE						
32	Gartner		x	x									

Contracts at Vendors for Signature					
#	Contractor	Lot 1	Lot 2	Lot 3	
1	Ernst & Young			x	
2	Expersolve	x			
3	IBM		x		
4	ImageWorks	x	x		
5	Information Methods Incorp	x	x		
6	ITT, Inc	x	x		
7	Nagarro		x		
8	Oakland Consulting			x	
9	Stone Environmental			x	
10	SYSCOM, Inc.		x		
11	Tata America International		x	x	
12	Telos		x		
13	Vanguard Direct		x		
14	Windsor Solutions		x		
	Totals	4	13	1	

33	Genesys Consulting Services, Inc.	x	x		SBE	WBE
34	Grant Thornton		x			
35	HLN CONSULTING, LLC		x			
36	HP		x	x		
37	Infor Public Sector, Inc.		x			
38	Infosys International, Inc.	x	x		SBE	MWBE
39	InnoSoul	x			SBE	MWBE
40	International Projects Consultancy Services	x				MWBE
41	Intueor Consulting	x	x			MBE
42	IQ Infotek Inc.	x	x			MBE
43	IV4	x			SBE	
44	Janus Software	x	x			WBE
45	KMQ Enterprises	x	x		SBE	WBE
46	Knowledge Builders Inc.	x	x		SBE	WBE
47	KPMG LLP		x	x		
48	Urium		x			
49	LogicalWave Technologies	x	x		SBE	
50	Metaformers, Inc.		x	x		
51	Mission Critical Partners		x			
52	NaviSite, Inc.		x			
53	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
54	NTT Data		x	x		
55	Oracle		x			
56	POD		x			
57	PruTech Solutions	x	x	x		MBE
58	PSI International, Inc.	x	x		SBE	MBE
59	QED Inc. D/B/A QED National	x				WBE
60	Sanghi Consulting, Inc.	x	x		SBE	MBE
61	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
62	Sirus Computer Solutions		x			
63	Spruce Technology, Inc.	x			SBE	MBE
64	SVAM International Inc.	x	x			MBE
65	Systems Made Simple		x	x		
66	Tech Valley Talent, LLC	x	x		SBE	WBE
67	The Green Tree Group		x			
68	The North Highland Company		x			
69	Trigyn Technologies		x			
70	Troy Web Consulting	x			SBE	
71	Unique Comp Inc.	x	x			MWBE
72	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE	
73	Unysis Corp		x	x		
74	V Group	x	x		SBE	MWBE
75	Verizon Business Services		x			

Legend
Added today
Higher than prior update

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Monday, December 28, 2015 4:56 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Umbrella PBITS updates
Attachments: 12-28-15 22802 Daily Summary Commissioner.pdf; Daily Update 12282015.pdf

Commissioner and Karen,

For Umbrella, as you know lots 1 and 2 are in place. Today we signed the contract with Verizon, which is lots 3 and 4. This means we need 1 more contract for Lot 3 and Lot 4. We are continuing to follow up with our vendors to complete, unfortunately the holidays have been challenging with many of these businesses being closed the week between Christmas and New Years.

[REDACTED]

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  [nysprocurement](https://www.facebook.com/nysprocurement)  [@NYSPro](https://twitter.com/NYSPro)

Fully Executed Contracts						SBE	MBE & WBES		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%	
	Lot # Totals	37	60	15	23		27						
#	Contractor	Lot 1	Lot 2	Lot 3				Lot 1	41	45	37	13	
1	22nd Century	x	x	x			MBE	Lot 2	78	75	60	25	
2	Accenture LLP		x	x				Lot 3	16	16	15	6	
3	Acro Service Corp	x											
4	Advizex Technologies		x							Count of Vendors	Lot 1	Lot 2	Lot 3
5	Aeon Nexus Corporation	x	x		SBE		MBE	Phase I	62	33	50	14	
6	APPLIED GEOGRAPHIC'S, INC.		x					Phase II	66	23	50	4	
7	Artech Information Systems		x					Price Clarifications	0	0	0	0	
8	Atria Consulting, LLC	x	x				WBE	Multiple Issues	0	0	0	0	
9	Bowne Management Systems	x	x		SBE			Minimum Qualifications	3	1	2	1	
10	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x					Tentative DQ	S9	28	39	6	
11	Business Logic Inc.	x			SBE			Total	190				
12	CGI Technologies and Solutions Inc.	x			SBE								
13	CherryRoad Technologies		x	x									
14	CMA	x	x	x			WBE						
15	Cogent Technologies Inc	x			SBE								
16	Compulink Technologies Inc.	x	x		SBE		MBE						
17	CRGT Inc.		x	x									
19	CSG GOVERNMENT SOLUTIONS, INC.		x										
20	CTG Incorporated		x										
21	Deloitte Consulting		x	x									
22	Digits LLC	x			SBE								
23	DIRAD TECHNOLOGIES, INC.	x			SBE								
24	DLT Solutions		x										
25	DOCUMENTATION STRATIGIES, INC.	x			SBE		WBE						
26	DONIA & ASSOCIATES LLC	x	x		SBE		MWBE						
27	DynTek Services, Inc		x										
28	ECC Technologies Inc.	x	x										
29	EMC Corp.		x										
30	Environmental Systems Research Institute, Inc. D/B/A Esri		x										
31	Fountains Spatial, Inc.		x										
32	GARNET RIVER, LLC	x	x				WBE						
33	Gartner		x	x									
34	Genesys Consulting Services, Inc.	x	x		SBE		WBE						
35	Grant Thornton		x										
36	HLN CONSULTING, LLC		x										
37	HP		x	x									
38	Infor Public Sector, Inc.		x										
39	Infosys International, Inc.	x	x		SBE		MWBE						
40	InnoSoul	x			SBE		MWBE						
41	International Projects Consultancy Services	x					MWBE						

Contracts at Vendors for Signature

#	Contractor	Lot 1	Lot 2	Lot 3
1	Ardent	x	x	
2	enfrasrtucture		x	
3	Ernst & Young		x	
4	Expersolve	x		
5	IBM		x	
6	ImageWorks	x	x	
7	RKV Tech		x	
Totals		3	6	0

42	Intueor Consulting	x	x		MBE
43	IQ Infotek Inc.	x	x		MBE
44	Janus Software	x	x		WBE
45	KMQ Enterprises	x	x	5BE	WBE
46	Knowledge Builders Inc.	x	x	SBE	WBE
47	KPMG LLP		x		
48	Linium		x		
49	LogicalWave Technologies	x	x	SBE	
50	Metaformers, Inc.		x	x	
51	Mission Critical Partners		x		
52	NaviSite, Inc.		x		
53	New York State Technology Enterprise Corporation (NYSTEC)		x	x	
54	NTT Data		x	x	
55	Oracle		x		
56	POD		x		
57	PruTech Solutions	x	x	x	MBE
58	PSI International, Inc.	x	x	SBE	MBE
59	QED Inc. D/B/A QED National	x			WBE
60	Sanghi Consulting, Inc.	x	x	SBE	MBE
61	Seven Seas Technologies, Inc. D/B/A S2Tech	x			MBE
62	Spruce Technology, Inc.	x		5BE	MBE
63	SVAM International Inc.	x	x		MBE
64	Systems Made Simple		x	x	
65	Tech Valley Talent, LLC	x	x	SBE	WBE
66	The Green Tree Group		x		
67	The North Highland Company		x		
68	Trigyn Technologies		x		
69	Troy Web Consulting	x		SBE	
70	Unique Comp Inc.	x	x		MWBE
71	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x		SBE	
72	Unysis Corp		x	x	
73	Verizon Business Services		x		
74	V Group	x	x	SBE	MWBE

Legend	
Fully executed - may have issue	
Added today	
Higher than prior update	

Destito, RoAnn (OGS)

From: Fowler, Karen A (OGS)
Sent: Tuesday, December 22, 2015 4:50 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); McAuley, Kathleen (OGS)
Subject: PBITS and Umbrella updates
Attachments: Umbrella Status 12.22.15.xlsx; PBITS Update 12.22.2015.pdf

Commissioner and Karen,

Attached are the updates for today. We reached 20% for Lot 1 Software, those awards should be posted by cob today. We continue to make progress with Lots 3 and 4, Cloud and Implementation Services [REDACTED] We still have several contracts for multiple lots currently out for signature and [REDACTED]

For PBITS, we are now at 73 contractors, with 3 additional awards being posted this week. One of the 3 just signed contracts is Verizon Business [REDACTED] IBM [REDACTED] was 1 of the 4 contracts sent for vendor signature today [REDACTED]

If you have any questions, please let me know.

Karen

Karen Fowler, CPPB
Assistant Director IT Procurement

Office of General Services / Procurement Services

38th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-6920 | karen.fowler@ogs.ny.gov

www.nyspro.ogs.ny.gov

Follow Us:  [nysprocurement](#)  [@NYSPRO](#)

This transmission may contain confidential or privileged information which is intended for use by the individual or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, copying or distribution of this transmission or its attachments is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the above address and delete the transmission and its attachments.

Fully Executed Contracts						SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
	Lot # Totals	35	57	15	21	26						
#	Contractor	Lot 1	Lot 2	Lot 3			Lot 1	3B	43	35	13	
1	22nd Century	x	x	x			MBE	Lot 2	71	71	57	25
2	Accenture LLP		x	x				Lot 3	16	16	15	6
3	Acro Service Corp		x									
4	Advizex Technologies		x								Count of Vendors	Lot 1
5	Aeon Nexus Corporation	x	x			SBE	MBE	Phase I	62	33	50	14
6	APPLIED GEOGRAPHIC'S, INC.		x					Phase II	66	23	50	4
7	Artech Information Systems		x					Price Clarifications	0	0	0	0
B	Atria Consulting, LLC	x	x				WBE	Multiple Issues	0	0	0	0
9	Bowne Management Systems	x	x			SBE		Minimum	3	1	2	1
10	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x					Tentative DQ	59	28	39	6
11	Business Logic Inc.	x				SBE		Total	190			
12	CherryRoad Technologies		x	x								
13	CMA	x	x	x			WBE					
14	Cogent Technologies Inc	x				SBE						
15	Compulink Technologies Inc.	x	x			SBE	MBE					
16	CRGT Inc.		x	x								
17	CSG GOVERNMENT SOLUTIONS, INC.		x									
19	Deloitte Consulting		x	x								
20	Digits LLC	x				SBE						
21	DIRAD TECHNOLOGIES, INC.	x				SBE						
22	DLT Solutions		x									
23	DOCUMENTATION STRATIGIES, INC.	x				SBE	WBE					
24	DONIA & ASSOCIATES LLC	x	x			SBE	MWBE					
25	DynTek Services, Inc		x									
26	ECC Technologies Inc.	x	x									
27	EMC Corp.		x									
28	Environmental Systems Research Institute, Inc. D/B/A Esri		x									
29	Fountains Spatial, Inc.		x									
30	GARNET RIVER, LLC	x	x				WBE					
31	Gartner		x	x								
32	Genesys Consulting Services, Inc.	x	x			SBE	WBE					
33	Grant Thornton		x									
34	HLN CONSULTING, LLC		x									
35	HP		x	x								
36	Infor Public Sector, Inc.		x									
37	Infosys International, Inc.	x	x			SBE	MWBE					
38	InnoSoul	x				SBE	MWBE					
39	International Projects Consultancy Services	x					MWBE					
40	Intueor Consulting	x	x				MBE					
41	IQ Infotek Inc.	x	x				MBE					
42	Janus Software	x	x				WBE					
43	KMQ Enterprises	x	x			SBE	WBE					
44	Knowledge Builders Inc.	x	x			SBE	WBE					
45	KPMG LLP		x	x								
46	Linium		x									
47	LogicalWave Technologies	x	x			SBE						
48	Metaformers, Inc.		x	x								
49	Mission Critical Partners		x									
50	NaviSite, Inc.		x									
51	New York State Technology Enterprise Corporation (NYSTEC)		x	x								
52	NTT Data		x	x								

Contracts at Vendors for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	Ernst & Young		x	
2	Expersolve	x		
3	IBM		x	
4	Information Builders		x	
5	IV4	x		
6	Network OutSource	x	x	
	Totals	3	4	0

S3	Oracle		x		
S4	POD		x		
S5	PruTech Solutions	x	x	x	MBE
S6	PSI International, Inc.	x	x	SBE	MBE
S7	QED Inc. D/B/A QED National	x			WBE
SB	Sanghi Consulting, Inc.	x	x	SBE	MBE
S9	Seven Seas Technologies, Inc. D/B/A S2Tech	x			MBE
60	Spruce Technology, Inc.	x		SBE	MBE
61	SVAM International Inc.	x	x		MBE
62	Systems Made Simple		x	x	
63	Tech Valley Talent, LLC	x	x	SBE	WBE
64	The Green Tree Group		x		
65	The North Highland Company	x			
66	Trigyn Technologies		x		
67	Troy Web Consulting	x		SBE	
68	Unique Comp Inc.	x	x		MWBE
69	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x		SBE	
70	Unysis Corp		x	x	

Legend	
MBE	Minority Business Enterprise
WBE	Women Business Enterprise
MWBE	Minority and Women Business Enterprise

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Monday, February 01, 2016 5:07 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: PBITS and Umbrella updates
Attachments: Daily Update 01292016.pdf; 2-1-16 22802 Daily Summary Commissioner.pdf

Commissioner and Karen,

Please see attached updates. Thanks.

Kathy McAuley, CPPO

Director IT Procurement

Office of General Services | Procurement Services

38th Floor, Corning Tower, ESP, Albany NY 12242

p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov

www.nyspro.ogs.ny.gov

Follow Us:



[nysprocurement](#)



[@NYSPRO](#)

Fully Executed Contracts					SBE	MBE & WBEs	Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%
	Lot # Totals	45	83	16	29	30				
#	Contractor	Lot 1	Lot 2	Lot 3			Lot 1	53	53	45
1	22nd Century	x	x	x		MBE	Lot 2	95	95	83
2	Accenture LLP	x	x				Lot 3	17	18	16
3	Acro Service Corp	x								6
4	Advizex Technologies		x						Count of Vendors	Lot 1
5	Aeon Nexus Corporation	x	x		SBE	MBE	Phase I	62	33	50
6	APPLIED GEOGRAPHIC'S, INC.		x				Phase II	53	19	44
7	Ardent Technologies, Inc.	x	x			M8E	Price Clarifications	0	0	0
8	Artech Information Systems		x				Multiple Issues	0	0	0
9	Atria Consulting, LLC	x	x			WBE	Minimum	0	0	0
10	Bowne Management Systems	x	x		SBE		Tentative DQ	75	35	49
11	Business Information Technology Solutions Inc. D/8/A The Bits Group, 8ITS Inc.		x				Total	190		
12	Business Logic Inc.	x			SBE					
13	CGI Technologies and Solutions Inc.	x			SBE					
14	CherryRoad Technologies		x	x						
15	CMA	x	x	x		WBE				
16	Cogent Technologies Inc	x			SBE					
17	Cognosante, LLC		x							
18	CompuLink Technologies Inc.	x	x		SBE	MBE				
19	Counterpointe Solutions		x							
20	CRGT Inc.		x	x						
21	CSG GOVERNMENT SOLUTIONS, INC.		x							
22	CTG Incorporated		x							
24	Deloitte Consulting		x	x						
25	Derive Technologies, LLC	x	x			MBE				
26	Digits LLC	x			SBE					
27	DLT Solutions		x							
28	DOCUMENTATION STRATIGIES, INC.	x			SBE	WBE				
29	DONIA & ASSOCIATES LLC	x	x		SBE	MWBE				
30	DynTek Services, Inc		x							
31	E.infrastructure Technologies, Inc. D/B/A nfrastructure		x							
32	ECC Technologies Inc.	x	x							
33	EMC Corp.		x							

Contracts at Vendors for Signature				
#	Contractor	Lot 1	Lot 2	Lot 3
1	First Data Gov		x	
2	Public Consulting Group		x	x
	Totals	0	2	1

34	Environmental Systems Research Institute, Inc. D/B/A Esri		x			
35	Expersolve, Inc	x			SBE	
36	Fountains Spatial, Inc.		x			
37	GARNET RIVER, LLC	x	x			WBE
38	Gartner		x	x		
39	Genesys Consulting Services, Inc.	x	x		SBE	WBE
40	Geographic Information Services, Inc.		x			
41	Grant Thornton		x			
42	Greenman-Pedersen		x		SBE	
43	HLN CONSULTING, LLC		x			
44	HP		x	x		
45	ImageWork Technologies Corp	x	x		SBE	
46	Infor Public Sector, Inc.		x			
47	Information Builders		x			
48	Information Methods Incorporated	x	x		SBE	
49	Information Resources Group, Inc.		x			
50	Information Resouse Group					
51	Infosys International, Inc.	x	x		SBE	MWBE
52	InnoSoul	x			SBE	MWBE
53	International Projects Consultancy Services	x				MWBE
54	Intueor Consulting	x	x			MBE
55	IQ Infotek Inc.	x	x			MBE
56	IV4	x			SBE	
57	Janus Software	x	x			WBE
58	KMQ Enterprises	x	x		SBE	WBE
59	Knowledge Builders Inc.		x		5BE	WBE
60	KPMG LLP		x	x		
61	Linium		x			
62	LogicalWave Technologies	x	x		5BE	
63	MCI Communications Services		x			
64	Metaformers, Inc.		x	x		
65	Metis Associates, Inc.	x			SBE	
66	Mission Critical Partners		x			
67	NaviSite, Inc.		x			
68	Network Outsource	x	x			
69	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
70	NTT Data		x	x		
71	Oakland Consulting Group, Inc.		x			
72	Oracle		x			

73	PhoeniX Business Inc. D/B/A PhoeniX Business Consulting		x			
74	Planet Technologies		x			
75	POD		x			
76	PruTech Solutions	x	x	x		MBE
77	PSI International, Inc.	x	x		SBE	MBE
78	QED Inc. D/B/A QED National	x				WBE
79	RKV Technologies		x			
80	Sanghi Consulting, Inc.	x	x		SBE	MBE
81	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
82	Sirus Computer Solutions		x			
83	SMT Associates	x			SBE	MBE
84	Spruce Technology, Inc.	x			SBE	MBE
85	Stone Environmental Inc.		x			
86	SVAM International Inc.	x	x			MBE
87	Syscom		x			
88	Systems Made Simple		x	x		
89	Tata America International Corp		x	x		
90	Tech Valley Talent, LLC	x	x		SBE	WBE
91	The Green Tree Group		x			
92	The North Highland Company		x			
93	Trigyn Technologies		x			
94	Troy Web Consulting	x			SBE	
95	Unique Comp Inc.	x	x			MWBE
96	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions	x			SBE	
97	Unysis Corp		x	x		
98	V Group	x	x		SBE	MWBE
99	Vanguard Direct		x			
100	Windsor Solutions, Inc.		x			
101	MCI Communication Services Inc. D/B/A Verizon Business Services Inc. by Verizon Business Network Services, Inc. as agent		x			

Legend

Added today
Higher than prior update

22802 - Umbrella Status Update

2/1/2016

Umbrella Contracts				
	Lot 1 - Software	Lot 2 - Hardware	Lot 3 - Cloud	Lot 4 - Implementation
Final Contracts Sent to Vendor for Signature	20	26	14	17
Signed Contracts Returned from Vendor	16	22	12	14
Contracts Fully Executed	16	22	12	14
Required for 20%	12	10	10	12
Listing of Executed Contracts				
Accenture	Yes	N/A	N/A	Yes
Aerohive Networks Inc.	N/A	Yes	N/A	N/A
ALE USA Inc.	N/A	Yes	N/A	Yes
Arista Networks, Inc.	Yes	Yes	N/A	N/A
Assetworks LCC	Yes	Yes	Yes	Yes
AT&T Corp.	N/A	N/A	Yes	N/A
Avaya, Inc. D/B/A Avaya	Yes	Yes	Yes	Yes
Checkpoint Software	Yes	Yes	N/A	N/A
Cisco Systems, Inc.	Yes	Yes	Yes	Yes
Citrix Systems, Inc.	Yes	Yes	Yes	N/A
Currier, McCabe and Associates, Inc. D/B/A CMA Consulting Services	Yes	N/A	Yes	Yes
Dirad Technologies	N/A	N/A	Yes	N/A
Dell Marketing LP	Yes	Yes	Yes	Yes
EMC Corporation D/B/A EMC of Massachusetts	Yes	Yes	Yes	Yes
Enforcement Video, LLC D/B/A WatchGuard Video	Yes	Yes	N/A	N/A
Ergotron, Inc.	N/A	Yes	N/A	N/A
Fujitsu America, Inc.	N/A	Yes	N/A	N/A
Hitachi Data Systems	Yes	Yes	N/A	Yes
HP, Inc. (Desktops, etc)	N/A	Yes	N/A	N/A
Impulse Point	Yes	N/A	N/A	N/A
NEC Corporation of America	Yes	Yes	N/A	Yes
NetApp, Inc.	Yes	Yes	N/A	Yes
Nimble Storage	N/A	Yes	N/A	N/A
Samsung Electronics America, Inc.	N/A	Yes	N/A	N/A
Storage Engine, Inc.	N/A	Yes	Yes	Yes
Tripple Manufacturing Company D/B/A Tripp Lite	N/A	Yes	N/A	N/A
Unisys Corporation	Yes	Yes	Yes	Yes
Verizon Business Network Services, Inc.	N/A	N/A	Yes	Yes
Total Contractors 28	16	22	12	14

Destito, RoAnn (OGS)

From: McAuley, Kathleen (OGS)
Sent: Friday, January 22, 2016 5:09 PM
To: Destito, RoAnn (OGS); Tyler, Karen B (OGS)
Cc: Filburn, Susan M (OGS); Fowler, Karen A (OGS)
Subject: Umbrella and PBITS update
Attachments: 1-22-16 22802 Daily Summary Commissioner.pdf; Daily Update 01222016.pdf

Commissioner and Karen,

Please see attached updates. After the Umbrella update was completed, I was able to sign the contract for AT&T, so that is not reflected in the update.

Have a good weekend.

Kathy McAuley, CPPO
Director IT Procurement

Office of General Services | Procurement Services
38th Floor, Corning Tower, ESP, Albany NY 12242
p. 518-474-1994 | kathleen.mcauley@ogs.ny.gov
www.nyspro.ogs.ny.gov

Follow Us:  [nysprocurement](https://www.facebook.com/nysprocurement)  [@NYSPro](https://twitter.com/NYSPro)

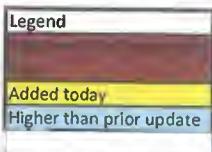
Fully Executed Contracts						SBE	MBE & WBEs		Signed Contracts Received	Total Number of Contracts Sent Out	Fully Executed Contracts	Required for 20%		
#	Contractor	Lot #	Totals	43	76	15	27	30	Lot 1	47	S2	43	13	
1	22nd Century	x	x	x					Lot 2	94	92	76	28	
2	Accenture LLP		x	x					Lot 3	17	17	15	6	
3	Acro Service Corp		x											
4	Advizex Technologies		x								Count of Vendors	Lot 1	Lot 2	Lot 3
S	Aeon Nexus Corporation	x	x				SBE	MBE	Phase I	62	33	50	14	
6	APPLIED GEOGRAPHIC'S, INC.		x						Phase II	66	24	52	5	
7	Ardent Technologies, Inc.	x	x					MBE	Price Clarifications	0	0	0	0	
8	Artech Information Systems		x						Multiple Issues	0	0	0	0	
9	Atria Consulting, LLC	x	x					WBE	Minimum	0	0	0	0	
10	Bowne Management Systems	x	x				SBE		Tentative DQ	62	29	41	7	
11	Business Information Technology Solutions Inc. D/B/A The Bits Group, BITS Inc.		x						Total	190				
12	Business Logic Inc.	x					SBE							
13	CGI Technologies and Solutions Inc.	x					SBE							
14	CherryRoad Technologies		x	x										
15	CMA	x	x	x				WBE						
16	Cogent Technologies Inc	x						5BE						
17	Compulink Technologies Inc.	x	x				SBE	MBE						
18	Counterpointe Solutions		x											
19	CRGT Inc.		x	x										
20	CSG GOVERNMENT SOLUTIONS, INC.		x											
21	CTG Incorporated		x											
22	Deloitte Consulting		x	x										
24	Derive Technologies, LLC	x	x					MBE						
25	Digits LLC	x					SBE							
26	DLT Solutions		x											
27	DOCUMENTATION STRATIGIES, INC.	x					SBE	WBE						
28	DONIA & ASSOCIATES LLC		x	x			SBE	MWBE						
29	DynTek Services, Inc		x											
30	E.infrastructure Technologies, Inc. D/B/A nfrastucture		x											
31	ECC Technologies Inc.	x	x											
32	EMC Corp.		x											
33	Environmental Systems Research Institute, Inc. D/B/A Esri		x											
34	Expersolve, Inc	x					SBE							
35	Fountains Spatial, Inc.		x											
36	GARNET RIVER, LLC	x	x					WBE						

Contracts at Vendors for Signature

#	Contractor	Lot 1	Lot 2	Lot 3
1	Abator	x	x	
2	Dimension Data North America, Inc.		x	
3	ImageWorks	x	x	
4	Metis Associates	x		
5	Systems Management Planning	x		
	Totals	4	3	0

37	Gartner		x	x		
38	Genesys Consulting Services, Inc.	x	x		SBE	WBE
39	Geographic Information Services		x			
40	Grant Thornton		x			
41	Greenman-Pedersen		x		SBE	
42	HLN CONSULTING, LLC		x			
43	HP		x	x		
44	Infor Public Sector, Inc.		x			
45	Information Builders		x			
46	Information Methods Incorporated	x	x		SBE	
47	Information Resouse Group					
48	Infosys International, Inc.	x	x		SBE	MWBE
49	InnoSoul	x			SBE	MWBE
50	International Projects Consultancy Services	x				MWBE
S1	Intueor Consulting	x	x			MBE
S2	IQ Infotek Inc.	x	x			MBE
S3	IV4	x			SBE	
S4	Janus Software	x	x			WBE
SS	KMQ Enterprises	x	x		SBE	WBE
S6	Knowledge Builders Inc.	x	x		SBE	WBE
S7	KPMG LLP		x	x		
S8	Linium		x			
S9	LogicalWave Technologies	x	x		SBE	
60	MCI Communications Services		x			
61	Metaformers, Inc.		x	x		
62	Mission Critical Partners		x			
63	NaviSite, Inc.		x			
64	Network Outsource	x	x			
65	New York State Technology Enterprise Corporation (NYSTEC)		x	x		
66	NTT Data		x	x		
67	Oracle		x			
68	PhoeniX Business Inc. D/B/A PhoeniX Business Consulting		x			
69	Planet Technologies		x			
70	POD		x			
71	PruTech Solutions	x	x	x		MBE
72	PSI International, Inc.	x	x		SBE	MBE
73	QED Inc. D/B/A QED National	x				WBE
74	RKV Technologies		x			
75	Sanghi Consulting, Inc.	x	x		SBE	MBE
76	Seven Seas Technologies, Inc. D/B/A S2Tech	x				MBE
77	Sirus Computer Solutions		x			
78	SMT Associates	x			SBE	MBE
79	Spruce Technology, Inc.	x			SBE	MBE
80	Stone Environmental Inc.		x			
81	SVAM International Inc.	x	x			MBE
82	Syscom		x			
83	Systems Made Simple		x	x		
84	Tech Valley Talent, LLC	x	x		SBE	WBE
85	The Green Tree Group		x			

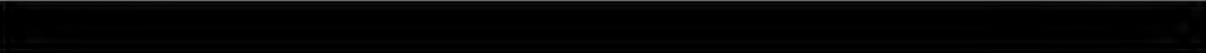
86	The North Highland Company		x			
87	Trigyn Technologies		x			
88	Troy Web Consulting	x			SBE	
89	Unique Comp Inc.	x	x			MWBE
90	Universal Management Technology, Inc. D/B/A/ Universal Management Solutions		x		SBE	
91	Unysis Corp		x	x		
92	V Group	x	x		SBE	MWBE
93	Windsor Solutions, Inc.		x			



Destito, RoAnn (OGS)

From: Matthews, Brian (OGS)
Sent: Thursday, April 14, 2016 5:36 PM
To: Allen, Bradley G (OGS)
Cc: Destito, RoAnn (OGS); Tyler, Karen B (OGS); Jackstadt, Christian (OGS); VanDoren, Noreen (OGS); Rickards, Clinton (OGS)
Subject: FW: NYSTEC Contract PN20500
Attachments: 7953622957TC_NYSTEC.pdf; NYSTEC MWBE Utilization Plan.pdf

Brad,



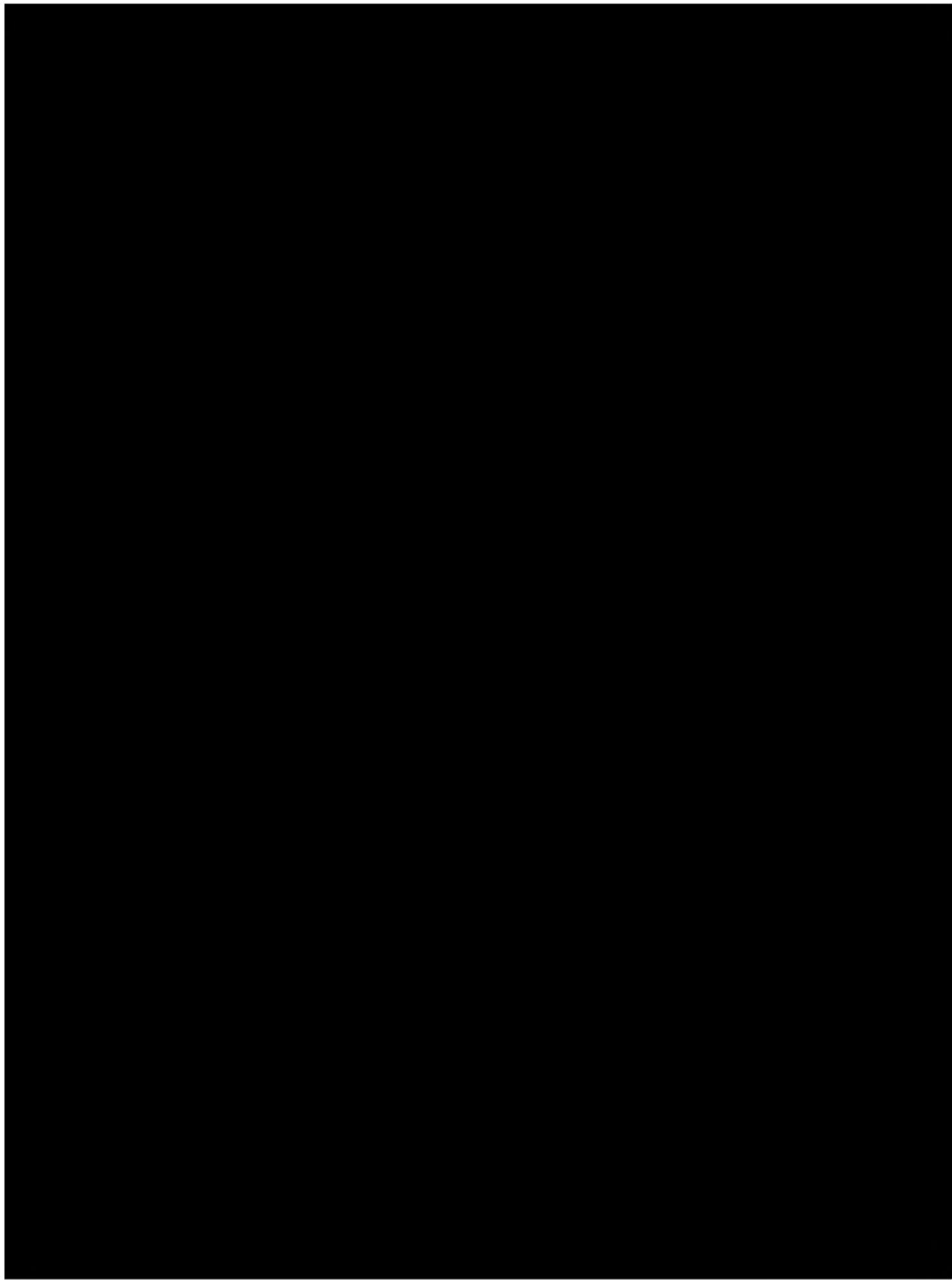
Thanks

From: Surgick, Anuola N (OGS)
Sent: Wednesday, April 13, 2016 4:03 PM
To: Matthews, Brian (OGS)
Cc: Hill, William L (OGS)
Subject: NYSTEC Contract PN20500

Attached is a copy of the NYSTEC contract. Note on Page 13 is the section on contract goals. There is a 30% MWBE Goal on this contract. Their MWBE Utilization Plan has been submitted approved and posted.

Anuola N. Surgick
Minority Business Specialist 2

Office of General Services | Minority- and Women- owned Business Enterprises
29th Floor, Corning Tower, ESP, Albany, NY 12242
p. (518) 486-6866 | anuola.surgick@ogs.ny.gov
www.ogs.ny.gov





CONTRACT PN20500

BETWEEN

THE NEW YORK STATE OFFICE OF GENERAL SERVICES

AND

**NEW YORK STATE TECHNOLOGY ENTERPRISE CORPORATION
(NYSTEC)**



TABLE OF CONTENTS

1. SCOPE	4
2. EFFECTIVE DATE/CONTRACT PERIOD	4
3. SHORT TERM EXTENSION	5
4. GENERAL REQUIREMENTS FOR CONTRACTOR	5
5. PROJECT DIRECTOR	5
6. PATENT RIGHTS	6
7. SITE VISITS	6
8. FREEDOM OF INFORMATION LAW	6
9. INDEPENDENT CONTRACTOR	6
10. APPENDIX A	7
11. APPENDIX B – GENERAL SPECIFICATIONS	7
12. APPENDIX B – GENERAL SPECIFICATION AMENDMENTS	7
13. APPENDIX C	9
14. APPENDIX D	9
15. CONFLICT OF TERMS	9
16. PERFORMANCE AND BID BONDS	10
17. NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS	10
18. USE OF CONTRACT BY STATE AGENCIES, POLITICAL SUBDIVISIONS AND OTHER AUTHORIZED USERS	10
19. PREFERRED SOURCE PRODUCTS/SERVICES	10
20. NYS VENDOR RESPONSIBILITY	10
21. SUBCONTRACTORS	11
22. CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES	12
23. NEW YORK STATE TAX LAW SECTION 5-a	17
24. CONTRACTOR'S INSURANCE REQUIREMENTS	18
25. FEDERAL FUNDING REQUIREMENTS	25
26. METHOD OF PAYMENT FOR NON-STATE AGENCY AUTHORIZED USERS	26
27. REPORTS AND MEETINGS	26
28. CONTRACTOR STAFF REPLACEMENT	28
29. MINIMUM UTILIZATION	29
30. WORK IN THE UNITED STATES	29
31. NO DRUGS OR ALCOHOL	29
32. TRAFFIC INFRACTIONS	29
33. PUBLIC WORKS	30
34. ACCESSIBILITY OF WEB-BASED INFORMATION AND APPLICATIONS	30
35. NOTICES	30
36. SEVERABILITY	31
37. CAPTIONS	31
38. ENTIRE AGREEMENT	31

THIS is an **AGREEMENT** (hereinafter "Agreement" or "Contract") by and between the People of the State of New York, acting by and through the Commissioner of the New York State Office of General Services (hereinafter "OGS" or "State") with its principal place of business at the Corning Tower, Empire State Plaza, Albany, New York, 12242, acting pursuant to the authority granted under State Finance Law §163 and New York State Technology Enterprise Corporation ("NYSTEC" or "Contractor") with offices at 500 Avery Lane, Suite A, Griffiss Industrial Park, Rome, NY 13441, collectively referred to herein as "the Parties."

WITNESSETH:

WHEREAS, section 188 of Chapter 474 of the Laws of 1996 provides that "[n]otwithstanding any inconsistent provision of law, any state agency, department, board, bureau, division, commission, committee, office, or other entity of the state is authorized to enter individually or collectively into agreements or contracts with the New York State Science and Technology Foundation or the New York state technology enterprise corporation in order to access the resources of the United States' Air Force's Rome Laboratory in the areas, including but not limited to, telecommunications, communications networks, information processing and data bases, software, artificial intelligence, electromagnetics, signal processing, photonics, and electronic reliability"; and

WHEREAS, by agreement dated October 15, 1996 between the New York State Science and Technology Foundation and the Syracuse Research Corporation on behalf of NYSTEC, the Contractor agreed to provide, among other things, assistance and access to New York State entities to research, develop and transfer technology activities and projects including but not limited to telecommunications, communications networks, information processing and databases, software, artificial intelligence, electromagnetics, signal processing, photonics, and electric reliability; and

WHEREAS, said October 15, 1996 agreement was converted to a centralized contract between NYSTEC and OGS and approved by the Office of the State Comptroller on February 19, 1998, and said agreement was assigned Contract number CM00524 and provided for a term beginning on October 15, 1996 and ending on July 11, 2001; and

WHEREAS, OGS issued Contract CM00524 Addendum #1 dated November 30, 1998 which reflected the availability of said contract to political subdivisions and others authorized by law, and added contract use procedures for the same; and

WHEREAS, OGS issued Contract CM00524 Addendum #2 dated July 27, 2001 which reflected the addition of contract terms relating to Project Term and Cancellation for Convenience and an extension of the term of the Contract CM00524 to July 11, 2004; and

WHEREAS, Contract CM00524 was thereafter amended to add certain additional terms, and to extend the term to July 11, 2009; and

WHEREAS, effective July 12, 2009, the term of Contract CM00524 was extended to August 11, 2009; and

WHEREAS, effective August 12, 2009, the term of Contract CM00524 was extended to September 11, 2009; and

WHEREAS, effective September 12, 2009 certain terms and conditions were added to the Contract CM00524, Contract CM00524 was renumbered CMR524A, and the Contract term was extended to September 11, 2014; and

WHEREAS, effective October 1, 2013 Contract CMR524A was amended to reflect then current contracting language and procedures and market conditions; and

WHEREAS, effective July 23, 2014 the term for Contract CMR524A was extended to September 11, 2015, or until a new contract is awarded whichever is first; and

WHEREAS, there are no further extensions provided for in Contract CMR524A, and the Parties wish to enter into a new Agreement; and

WHEREAS, Contractor continues to access the resources of the federal government (aka Rome Laboratory) for the benefit of the State pursuant to a variety of contractual agreements.

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each Party hereto from the other, the Parties hereby agree as follows:

1. SCOPE

This Contract allows State Agencies and all entities authorized by law (Authorized Users) to access the resources of New York State Technology Enterprise Corporation (NYSTEC) and the United States Air Force Rome Laboratory in the areas of, including but not limited to, telecommunications, communications networks, information process and data bases, software, artificial intelligence, electromagnetics, signal process, photonics, and electronic reliability.

The resources available through this Contract complement and integrate with technology and services provided under other centralized contracts.

2. EFFECTIVE DATE/CONTRACT PERIOD

The effective date of this Agreement shall be September 12, 2015 and the term of this Contract shall expire on September 11, 2020.

Statements of Work which were fully executed by NYSTEC and an Authorized User prior to September 12, 2015 shall be governed by the Contract terms and conditions in effect at the time of execution. Notwithstanding the foregoing, however, nothing in this paragraph shall prohibit Authorized users from negotiating more favorable terms on Statements of Work fully executed before the effective date of this contract.

Statements of Work which were fully executed by NYSTEC and an Authorized User prior to the expiration of this Contract may extend and survive beyond such date by one year, and shall be governed by the Contract terms and conditions in effect at the time of Project approval.

3. SHORT TERM EXTENSION

If at the end of the term of this Contract, a replacement contract or formal contract extension has not been established, the State may unilaterally extend this Contract for an additional period of up to three months upon notice to the Contractor upon the terms and conditions then in effect. However, any extension shall terminate should a replacement contract take effect in the interim.

4. GENERAL REQUIREMENTS FOR CONTRACTOR

In addition to all other contractual requirements, Contractor shall comply with the following:

- A. Contractor shall maintain an adequate organizational structure and resources sufficient to discharge its contractual responsibilities as evidenced by compliance with the requirements and procedures set forth in this Contract and according to standard operating procedures established by the Authorized Users.
- B. Contractor shall continue to be authorized to conduct business in NYS and be financially sound to fulfill obligations of this Contract as evidenced by information in its standard vendor responsibility questionnaire and in any independently acquired information.
- C. Contractor shall maintain its ability to access the resources of the federal government (aka Rome Laboratory) and Rome Lab contractors for the benefit of the State, as contemplated in Chapter 188 of the Laws of 1996.
- D. Contractor shall cooperate fully with any other contractors, consultants, or other parties that may be engaged by an Authorized User.
- E. The Contractor and its staff shall comply with the Authorized User's policies regarding compliance with various confidentiality and privacy laws, rules and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance and Portability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH).
- F. Contractor shall cooperate in executing a written confidentiality agreement under FERPA and/or a Business Associate Agreement (HIPAA/HITECH) upon request by the Authorized User.
- G. Upon request by the Authorized User, the Contractor shall cooperate with the Authorized User in any investigation, audit, or other inquiry related to this Contract, or any Authorized User Project under this Contract, or any litigation related thereto. This provision shall survive termination, cancellation or expiration of this Contract and any Authorized User Project under this Contract.
- H. Contractor shall not begin work on any engagement prior to the receipt of an executed Purchase Order.

5. PROJECT DIRECTOR.

At no charge to the Authorized User, a NYSTEC Executive will be assigned to the Authorized User's project and shall function as the Project Director and be responsible for executive level oversight of the Project on behalf of the Contractor. Contractor shall identify the Project Director to the Authorized User. In the event that the Contractor finds it necessary to designate a new Project Director, the Contractor shall give reasonable notice thereof to the Authorized User in writing. Authorized User reserves the right to take an active role in the designation process, in coordination with the appropriate Contractor officials. Final designation of a new Project Director shall be with the written consent of the

Authorized User. During the period of this Agreement, the Authorized User reserves the right to review and evaluate the performance of the Project Director and, when appropriate, communicate with the Contractor if said performance is unsatisfactory. Should the performance of the Project Director be evaluated by the Authorized User as insufficient to effectively carry out the oversight responsibilities of this Agreement, the Contractor and the Authorized User shall promptly agree on a course of action, including the designation of another Project Director.

6. PATENT RIGHTS

Should the business and technical information developed on the project result in an invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, all rights to said invention or discovery will be retained by the Authorized User. Provided, however, that nothing in this paragraph shall be deemed to prevent an Authorized User from granting a non-exclusive, royalty-free license to Contractor to use such an invention or discovery for Contractor's general business purposes, nor shall anything in this paragraph diminish an Authorized User's rights as specified in paragraph 67 of Appendix B – General Specifications.

7. SITE VISITS

The Contractor shall permit the Authorized User's representative(s) to make site visits to the Contractor's facilities for the purpose of determining the Contractor's ability to perform the project, verifying the work in progress and conducting contract compliance audits. The Contractor shall use its best efforts to make available for this purpose any of its officers, employees, consultants or subcontractors for consultation with the Authorized User. Site visits shall be made during normal working hours, with advance notice to the Contractor.

8. FREEDOM OF INFORMATION LAW

Contractor is advised that an Authorized User may be subject to the Freedom of Information Law (FOIL), which governs the process for the public disclosure of certain records maintained by covered entities (see Article 6 of the Public Officers Law). The Contractor may request that Authorized Users subject to FOIL except from public disclosure trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. Such exception may extend to information contained in the request for exception itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and should be made in a cover letter to the report or document. The request must state the reasons for the requested exception and it must clearly specify the portions of the report or document for which the exception is requested. Notations in the header, footer or watermark of a report or document shall not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. If Authorized User grants the Contractor's request for exception from disclosure, an Authorized User is encouraged to keep such report or document in secure facilities and to notify the Contractor of any request Authorized User receives for disclosure of the report or document.

9. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore they are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law,

including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

10. APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014 is attached hereto and expressly made a part of this Contract as fully as if set forth at length herein.

11. APPENDIX B – GENERAL SPECIFICATIONS

Appendix B, Office of General Services General Specifications, dated May 2015, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein and shall govern any situations not covered by Appendix A.

12. APPENDIX B – GENERAL SPECIFICATION AMENDMENTS

Appendix B is amended as follows:

Section 7 (Confidential/Trade Secret Materials) is deleted and replaced with the following:

- i) As used in this Section, "Disclosing Party" means the State or an Authorized User when disclosing its Confidential Information (defined below) to the Contractor, or the Contractor when disclosing its Confidential Information to the State or an Authorized User, and "Receiving Party" means the State or an Authorized User when receiving disclosure of Confidential Information from the Contractor, or the Contractor when receiving disclosure of Confidential Information from the State or an Authorized User. "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party") after the effective date of this Amendment including, without limitation, information relating to the Disclosing Party's operations, processes, plans or intentions, know-how, design rights, trade secrets or business affairs. Confidential Information shall be clearly marked as "confidential," "proprietary," "restricted" or some similar designation. Except as provided in this Contract and specifically in clause 14(c) hereunder, the Receiving Party further agrees that any Confidential Information obtained by the Receiving Party from the Disclosing Party, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the Disclosing Party hereunder, will not be divulged to any third parties.
- ii) The Receiving Party:
 - (1) may not use any Confidential Information for any purpose other than in accordance with, and in the performance of, its obligations under this Contract;
 - (2) may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with Clause 14(c); and
 - (3) shall make every reasonable effort to prevent the use or disclosure, other than as expressly permitted herein, of Confidential Information.
- iii) The Receiving Party may disclose information which would otherwise be Confidential Information if and to the extent that:

- (1) it is required by law (such as the New York State Freedom of Information Law);
- (2) the information has come into the public domain, otherwise than through (a) a breach of this Clause by the Receiving Party, (b) a third party's breach of any duty of confidentiality owed to the Disclosing Party of which the Receiving Party was aware, or (c) a violation of law;
- (3) it was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party;
- (4) it is required by existing contractual obligations of which the Disclosing Party is aware;
- (5) it is independently developed by the Receiving Party without reliance on the Confidential Information;
- (6) it is required by any securities exchange or regulatory or governmental body to which it is subject or by judicial process;
- (7) it is otherwise obtained under the Freedom of Information Law or other applicable New York State laws or regulations; or
- (8) the disclosure is to its professional advisers, auditors or banker; or to any of its directors, other officers, employees and sub-contractors (a "Recipient") to the extent that disclosure is reasonably necessary for the purposes of this Contract.

iv) Nothing in this section shall preclude an Authorized User from requiring that Contractor, its staff, and/or its subcontractors execute Nondisclosure Agreements. Contractor shall cooperate with the Authorized User in executing and securing such Agreements.

b. Section 24 (Contract Creation/Execution) is deleted.

c. Section 46 (Termination) is hereby amended through the addition of a new (g):

(g) Cancellation by Authorized User for Convenience

An Authorized User retains the right to cancel a Purchase Order for convenience upon at least thirty (30) calendar days written notice to Contractor without penalty or other early termination charge. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. If the Purchase Order is cancelled pursuant to this section, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of cancellation.

d. Section 60, Indemnification, is hereby deleted and replaced with the following:

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the

opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

13. APPENDIX C

Appendix C, Pricing Schedules, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein. The following items are found in Appendix C, Pricing Schedules:

1. New York State Net Pricing
2. Job Title Definitions and minimum experience requirements
3. Terms and Conditions for Travel, Meals and Lodging

The Parties agree the information contained in Appendix C is not confidential.

14. APPENDIX D

Appendix D, How to Use this Contract, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein. OGS reserves the right to make changes to Appendix D unilaterally without a formal amendment.

15. CONFLICT OF TERMS

Documents 1, 2 and 3 below shall constitute the Contract between Contractor and the State. Only documents expressly enumerated therein shall be deemed a part of this Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts among the Contract documents or any Authorized User Statement of Work shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts dated January 2014;
2. This Contract PN20500 including all attachments and Appendices hereto, except Appendix A and Appendix B – General Specifications;
3. Appendix B, General Specifications dated May 2015;

4. Authorized User Statement of Work, as the same may be amended

16. PERFORMANCE AND BID BONDS

There are no BONDS for this Contract. In accordance with Appendix B – General Specifications, §44 “Performance/Bid Bond,” the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Initial Term, or any renewal term, for this Contract. Nothing herein shall prohibit an Authorized User from requiring a performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of a Statement of Work.

17. NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in centralized contracts established by OGS. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See State Finance Law §163(1)(k) and Appendix B – General Specifications, §26 Participation in Centralized Contracts. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), services to be provided may include locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish the Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State Contracts. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services' Customer Services at 518-474-6717.

18. USE OF CONTRACT BY STATE AGENCIES, POLITICAL SUBDIVISIONS AND OTHER AUTHORIZED USERS

In order to use this Contract, an Authorized User must follow the procedures and methods described in APPENDIX D. Failure of an Authorized User to follow such procedures and methods can result in withdrawal of approval for use of centralized contracts.

19. PREFERRED SOURCE PRODUCTS/SERVICES

NYS State Finance Law §162 requires that governmental entities afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), National Industries for the Blind / NYS Preferred Source Program (NIB / NYSPSP), and NYS Industries for the Disabled (NYSID), when such products/services meet the form, function and utility of the Authorized User.

20. NYS VENDOR RESPONSIBILITY

Contractor agrees that if it is found by the State that Contractor's responses to its Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract. Contractor agrees it shall recertify its Questionnaire no later than the end of the eleventh month of each Contract year. For example, if the Contract is approved on July 1st then the Contractors shall recertify its Questionnaire no later than May 31st.

The Contractor shall, at all times during the Contract term, remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or his/her designee, to present evidence of its continuing

legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or his/her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, if he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or his/her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or his/her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or his/her designee to be non-responsible. In such event, the Commissioner of OGS or his/her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

21. SUBCONTRACTORS

Subcontractor is defined in Appendix B – General Specifications, §2(ii). Contractor agrees that all Contracts between the Contractor and its Subcontractors shall be by bona fide written Contract. Contractor further agrees that such bona fide written Contract shall mandate compliance with the terms and conditions of this Contract. Contractor further agrees that it shall be fully liable for Subcontractor(s)' performance and compliance with all Contract terms and conditions.

The Contractor shall include in all subcontracts relating to this Contract, in such a manner that they will be binding upon each subcontractor with respect to work performed in connection with the Contract, provisions specifying:

- That the work performed by the subcontractor must be in accordance with the terms and conditions of this Contract including, but not limited to, NYS APPENDIX A;
- That the subcontractor must pass through all terms and conditions of the Contract, including but not limited to APPENDIX A and APPENDIX B – General Specifications, to any lower tier subcontracts;
- That nothing contained in such subcontract shall impair the rights of the Authorized User or the State;
- That nothing contained herein shall create any contractual relationship between any subcontractor and Authorized User or the State;

- That subcontractors shall maintain and protect against any unauthorized disclosure all records with respect to work performed under the subcontract in the same manner as required of the Contractor;
- That the State and/or Authorized User shall have the same authority to audit the records of all subcontractors as it does those of the Contractor; and
- That subcontractor shall cooperate with any investigation, audit, or other inquiry related to the Contract or any litigation relating thereto.

Contractor shall be fully responsible to Authorized User for the acts and omissions of, and the performance of Services by, all subcontractors and/or persons either directly or indirectly employed by such subcontractors. Contractor shall not in any way be relieved of any programmatic or financial responsibility under the Contract by the terms of its agreement with any subcontractor.

Contractor shall not act as a broker/conduit for Authorized Users to access other vendors to circumvent statutory competitive bidding requirements.

22. CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

I. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority- and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.
- C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to clause VII of this section or enforcement proceedings as allowed by the Contract.

II. Equal Employment Opportunity (EEO)

- A. Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor certifies by entering into this Contract that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor's equal employment opportunity policy.
- B. Form EEO 100 - Staffing Plan.
To ensure compliance with this section, the Contractor submitted a staffing plan to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
- C. Form EEO 101 - Workforce Employment Utilization Report ("Workforce Report")
Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

III. Contract Goals

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the contract goals established in clause III-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office of Minority- and Women Owned Businesses and Community Relations. Additionally, Contractor is encouraged to contact the

Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VI below).

IV. MWBE Utilization Plan

A. Contractor certifies that it has submitted, in accordance with 5 NYCRR § 142.4, a completed MWBE Utilization Plan on Form MWBE 100 and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause III-A of this Section.

B. Contractor further understands that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments.

C. Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Request for Waiver

A. If the Contractor, after making good faith efforts, as set forth in clause VI below, is unable to comply with MWBE goals, the Contractor may submit, in accordance with 5 NYCRR § 142.7, a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

C. Prior to submission of a request for a partial or total waiver, Contractor shall speak to the OGS Office of Minority- and Women-Owned Businesses and Community Relations for guidance.

VI. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

VII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency or Authorized User following a purchase from an OGS Procurement Services contract, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have

been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "**Introduction to the System for Vendors**" and "**Contract Compliance Reporting - Vendor Training**" to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on "**Account Lookup**" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "**Change Info.**" It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "**Request New User.**" When identifying the person responsible, please add "- MWBE Contact" after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "**Contact Us & Support**" then "**Technical Support**" on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause VIII below.

VIII. Breach of Contract and Liquidated Damages

- A. In accordance with Executive Law Section 316-a and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If, after Contractor has been afforded due process to respond to the allegation that it willfully or intentionally failed to comply with the MWBE participation goals, OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by the OGS, Contractor shall pay such liquidated damages to the OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law, in which event the liquidated damages shall be payable if the Director renders a decision in favor of the OGS.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

23. NEW YORK STATE TAX LAW SECTION 5-a

Tax Law §5-a requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Contractor filed the ST-220-TD with DTF. Note: NYS DTF receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. Form ST-220-CA must be filed with the bid and submitted to the procuring covered Agency certifying that the Contractor filed the ST-220-TD with DTF. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form ST-220-TD must be filed with and returned directly to DTF and can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

Vendors may call DTF at 518-485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov/>.

24. CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall procure at its sole cost and expense, prior to this Contract taking effect, and shall maintain in force at all times during the term of this Contract, policies of insurance as herein below set forth, written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of "A-" Class "VII" or better. If during the term of the policy, a carrier's rating falls below "A-" Class "VII," the insurance must be replaced no later than the renewal date of the policy with an insurer licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall deliver to OGS evidence of the coverage required by this Section in a form that is acceptable to OGS (i.e., a certificate of insurance that is promulgated by the insurer issuing the policy referenced in the certificate of insurance or a standard certificate of insurance form issued by an industry standard-setting organization and approved for use by the Superintendent of the New York State Department of Financial Services or any other form approved for use by the Superintendent of the New York State Department of Financial Services or, in the case of the Telecommunications, Media & Technology Errors and Omissions and Data Breach and Privacy/Cyber Liability insurance required by this Section, a Schedule of Forms and Endorsements and all Forms and Endorsements). These policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by OGS does not and shall not be construed to relieve the Contractor of any obligations, responsibilities or liabilities under this Contract.

I. General Conditions Applicable to Insurance. All policies of insurance required by this Contract must meet the following requirements:

- A. Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Contractor are specified in Paragraph II Insurance Requirements below.
- B. Policy Forms.** Except as may be otherwise specifically provided herein or agreed to in writing by OGS, policies must be written on an occurrence basis.
- C. Evidence of Insurance (Certificates, Amendatory Endorsements, Schedules of Forms and Endorsements and all Forms and Endorsements).** The Contractor shall provide OGS with a Certificate or Certificates of Insurance and all required endorsements and in the case of the Telecommunications, Media & Technology Errors and Omissions and Data Breach and Privacy/Cyber Liability insurance required by this Section, a Schedule of Forms and Endorsements and all Forms and Endorsements, prior to this Contract taking effect, and within three (3) business days of request.
 1. Requested documentation shall reference the New York State Contract Number.
 2. **ALL OF THE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME:** The New York State Office of General Services, New York State Procurement Services (Procurement Services), 38th floor, Corning Tower, Albany NY 12242 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

3. Documentation shall be submitted to:

The New York State Office of General Services
New York State Procurement Services
Corning Tower- 38th Floor
Empire State Plaza
Albany, NY 12242

4. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without notice as required by law to OGS, Attention: Procurement Services, Corning Tower – 38th Floor, Empire State Plaza, Albany, New York 12242. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Not less than ten (10) days' after the expiration date or renewal date, the Contractor shall supply OGS updated replacement evidence of coverage.

5. Evidence of Insurance shall:

- a. Be in the form acceptable to OGS (i.e.: (i.e., a certificate of insurance that is promulgated by the insurer issuing the policy referenced in the certificate of insurance or a standard certificate of insurance form issued by an industry standard-setting organization and approved for use by the Superintendent of the New York State Department of Financial Services or any other form approved for use by the Superintendent of the New York State Department of Financial Services or, in the case of the Telecommunications, Media & Technology Errors and Omissions and Data Breach and Privacy/Cyber Liability insurance required by this Section, a Schedule of Forms and Endorsements and all Forms and Endorsements).);
- b. Disclose any deductibles, self-insured retentions, aggregate limits or any exclusions to the policy that materially change the coverage required by this Contract;
- c. Specify the Additional Insureds and Named Insured as required herein;
- d. Refer to this Contract by its New York State Contract Number and any other attachments on the face of the certificate; and,
- e. Be signed by an authorized representative of the insurance carrier or producer.

6. Only original documents or electronic forms that can be directly traced back to the insurance carrier, agent or broker via e-mail distribution will be accepted.

D. **Primary Coverage.** All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to OGS or any Authorized User for any claim arising from the Contractor's work under this Contract, or as a result of the Contractor's activities. Any other insurance maintained by OGS or any Authorized User shall be excess of and shall not contribute with the Contractor's insurance.

E. Policy Renewal/Expiration. Within ten (10) days' of the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the State than the expiring policies shall be delivered to OGS in the manner required for service of notice in Paragraph I.C. Evidence of Insurance (Certificates, Amendatory Endorsements, Schedules of Forms and Endorsements and all Forms and Endorsements) above. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS. Should the Contractor fail to provide or maintain any insurance required by this Contract, or proof thereof is not provided, OGS or Authorized Users may withhold further payments due under this Contract or treat such failure as a breach or default of this Contract. In the event of such a breach, the Contractor shall be subject to liability for damages, indemnification and all other legal remedies available to OGS. The Contractor's failure to obtain and/or keep in effect any and all required insurance shall also provide the basis for OGS' immediate termination of this Contract, subject only to a five (5) business day cure period. Any termination by OGS or any delay, time lost or additional cost incurred as a result of the Contractor not having insurance required by this Contract or not providing proof of same in a form acceptable to OGS, shall in no event constitute or be deemed a breach of this Contract and no liability shall be incurred or arise against OGS or any Authorized User, its agents and employees therefrom for lost profits or any other damages.

F. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate deductibles or self-insured retentions above \$100,000. Such deductibles or self-insured retentions are subject to approval from OGS, which shall not be unreasonably, withheld, conditioned or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

G. Subcontractors. Should the Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of this Contract the insurance requirements of this document on the Subcontractor, as applicable. Proof thereof shall be supplied to OGS upon request.

All insurance required by this Contract excluding Technology Errors & Omissions Insurance, Data Breach and Cyber Liability, Workers' Compensation and Disability insurance shall name The People of the State of New York, The New York State Office of General Services and any entity authorized by law or regulation to use this Contract as an authorized user and their officers, agents, and employees as an additional insured as their interest may appear hereunder. The General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 or the equivalent. Such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. Additional Insured Endorsements shall be provided prior to execution of this Contract and within ten (10) business days of request to OGS, Procurement Services, Coming Tower – 38th Floor, Empire State Plaza, Albany, New York 12242.

II. Insurance Requirements. The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- A. Commercial General Liability Insurance (CGL) covering the liability of the Contractor for bodily injury, property damage and personal/advertising injury from all work and operation under this Contract. The limits under such policy shall not be less than the following:
 1. Each Occurrence limit - \$1,000,000.00
 2. General Aggregate - \$2,000,000.00
 3. Products/Completed Operations Aggregate - \$2,000,000.00
 4. Personal/Advertising Injury - \$1,000,000.00
 5. Damage to Rented Premises - \$50,000.00
 6. Medical Expenses - \$5,000.00

Coverage shall include, but not be limited to, the following:

- a. premises liability;
- b. independent contractors;
- c. blanket contractual liability, including tort liability of another assumed in a contract;
- d. defense and/or indemnification obligations, including obligations assumed under this Contract;
- e. cross liability for additional insureds;
- f. products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by this Contract; and
- g. explosion, collapse, and underground hazards; and, contractor means and methods.

Aggregate limits shall apply on a per location or per project basis, as applicable.

The coverage shall be written on the current edition of ISO occurrence form CG 00 01 and the following ISO forms must be endorsed to the policy:

- a. CG 20 10 11 85 or an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)
- b. Waiver of Subrogation

B. Comprehensive Business Automobile Liability Insurance covering liability arising out of the use of any automobile in connection with the work required under this Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident and shall name The People of the State of New York, The New York State Office of General Services, any entity authorized by law or regulation to utilize this Contract as an Authorized User and their

officers, agents, and employees as additional insureds. The limits may be provided through a combination of primary and umbrella liability policies.

In the event that the Contractor does not own or lease any vehicles to fulfill the requirements of this Contract, the Contractor must attest to that fact and does not need to obtain all business automobile liability insurance. If, however, during the term of this Contract, the Contractor acquires or leases any vehicles that will be used to fulfill the requirements of this Contract, the Contractor must immediately obtain business automobile liability insurance that meets all of the requirements set forth in this Contract and provide evidence of such coverage no more than 10 days following the date automobile liability insurance coverage is bound.

Waiver of Subrogation. For the Commercial General Liability Insurance, Comprehensive Business Automobile Liability Insurance and any Umbrella Insurance required above, the Contractor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against the People of the State of New York, The New York State Office of General Services, any entity authorized by law or regulation to use this Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement evidencing such coverage shall be provided to OGS within three (3) days of request.

Technology Errors and Omissions Insurance: The Contractor shall procure and maintain Technology Errors and Omissions insurance with a limit of at least \$2,000,000.00 per claim and aggregate covering the negligent acts, errors or omissions of the Contractor in the provision of professional services required under this Contract, for damages arising from computer-related services including, but not limited to, the following:

1. Consulting;
2. Data Processing;
3. Programming;
4. System Integration;
5. Hardware or Software Development;
6. Installation;
7. Distribution or Maintenance;
8. Systems Analysis or Design;
9. Training;
10. Staffing or Other Support Services; and
11. Manufactured, Distributed, Licensed, Marketed or Sold Cloud Computing Services.

The limits may be provided through a combination of primary and excess/umbrella liability policies. The policy shall include coverage for third party fidelity if the same is not provided as part of the Data Breach and Privacy/Cyber Liability insurance. If the insurance is written on a claims-made basis, the Contractor shall purchase, at its sole expense, an Extended Discovery Clause ("tail coverage") providing coverage for up to three (3) years after the work is completed if coverage is cancelled or not renewed.

Crime Insurance written on a loss sustained form or loss discovered form in the following amounts including coverage for:

Engagement Amount	Crime Insurance Amount
Less than \$7,500,000	\$50,000
\$7,500,000 and above	\$500,000

- Employee Theft;
- Forgery or Alteration;
- Inside the Premises Theft of Money and Securities;
- Inside the Premises Robbery or Safe Burglary of Other Property;
- Outside the Premises;
- Computer Fraud and Funds Transfer Coverage;
- Money Orders and Counterfeit Paper Currency; and
- Third Party Fidelity.

The limits may be provided through a combination of primary and excess policies.

- The policy must allow for the reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than three (3) years with respect to events which occurred but were not reported during the term of the policy
- Any warranties required by the Contractor's Insurer as a result of this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of this Contract.
- The policy shall include coverage for third party fidelity, including cyber theft, if not provided as part of the Data Breach/Privacy Cyber Liability policy and name The People of the State of New York, The New York State Office of General Services, any entity authorized by law or regulation to use this Contract as an Authorized User and their officers, agents and employees as Loss Payees.
- The policy shall include coverage for mysterious disappearance.
- The policy shall not contain a condition requiring an arrest and conviction.

Data Breach and Privacy/Cyber Liability Insurance: The Contractor shall procure and maintain, during the term of this Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for a failure to protect confidential information and a failure of the security of the Contractor's computer systems or an Authorized User's computer systems due to the actions of the Contractor which results in unauthorized access to an Authorized User or their data. The insurance shall have a limit of at least \$2,000,000.00. The limits may be provided through a combination of primary and excess/umbrella liability policies. The insurance shall provide coverage for damages arising from, but not limited to, the following:

1. Breach of a duty to protect the security and confidentiality of nonpublic proprietary corporate information;
2. Breach of a duty to protect the security and confidentiality of personally identifiable nonpublic information (i.e.: medical, financial or personal in nature in electronic and non-electronic form);

3. Privacy notification costs;
4. Regulatory defense and penalties;
5. Website media liability; and
6. Cyber theft of property, including, but not limited to money and securities.

If the policy is written on a claims-made basis and does not provide the same, it must be endorsed to provide proof that it has an Extended Discovery Clause ("tail coverage") providing coverage for up to three (3) years after the work is completed in the event that the coverage is cancelled or not renewed.

III. Workers' Compensation Insurance and Disability Benefits Requirements

New York State Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document that they have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in the Contractor not being considered for this Contract or renewal of same.

- A. Proof of Compliance with Workers' Compensation Coverage Requirements: An ACORD form is NOT acceptable proof of workers' compensation coverage.**
 1. In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall:
 - a. Be legally exempt from obtaining Workers' Compensation insurance coverage; or
 - b. Obtain such coverage from an insurance carrier; or
 - c. Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.
 2. The Contractor shall provide one of the following forms to the Office of General Services before this Contract can be executed by the Commissioner.
 - a. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov).
 - b. Certificate of Workers' Compensation Insurance:
 - i. Form C-105.2 (9/07) if coverage is provided by the Contractor's insurance carrier, the Contractor must request its carrier to send this form to the New York State Office of General Services, or

- ii. Form U-26.3 if coverage is provided by the State Insurance Fund, the Contractor must request that the State Insurance Fund send this form to the New York State Office of General Services.
- c. Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
- d. Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the Contractor's Group Self-Insurance Administrator.

B. Proof of Compliance with Disability Benefits Coverage Requirements:

- 1. In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to disability benefits, a contractor shall:
 - a. Be legally exempt from obtaining disability benefits coverage; or
 - b. Obtain such coverage from an insurance carrier; or
 - c. Be a Board-approved self-insured employer.
- 2. The Contractor shall provide one of the following forms to the Office of General Services before this Contract can be executed by the Commissioner.
 - a. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov).
 - b. Form DB-120.1, Certificate of Disability Benefits Insurance. The Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or
 - c. Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

Notwithstanding the foregoing, however, nothing in this section shall prohibit Authorized Users from requiring additional and/or increased insurance coverages for specific projects.

25. FEDERAL FUNDING REQUIREMENTS

For Authorized Users using Federal funds, Contractor shall cooperate in adding to Statements of Work any Federal funding contract clauses necessary for the Authorized User's Project. Authorized Users shall identify to Contractor, as a condition of using this Contract, whether Federal funds will be utilized for the Project.

26. METHOD OF PAYMENT FOR NON-STATE AGENCY AUTHORIZED USERS

For payment of Contract purchases made by an Authorized User when the NY State Comptroller is not responsible for issuing such payment, all orders and remittances shall be forwarded to the following address:

NYSTEC
500 Avery Lane, Suite A
Griffiss Industrial Park
Rome, NY 13441

27. REPORTS AND MEETINGS

A. Employee Information Required To Be Reported By Certain Consultant Contractors And Service Contractors

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as "Contracts entered into by a state Agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*" ("covered consultant Contract" or "covered consultant services"). The amendments also require that certain Contract Employee information be provided to the state Agency awarding such Contracts, OSC, DOB and CS. The effective date of these amendments is June 19, 2006. The requirements will apply to the covered Contracts awarded on and after such date.

To meet these requirements, the Contractor agrees to complete:

- I. **Form A - Contractor's Planned Employment Form**, if required. Note: State Agencies are required to furnish this information but may require a Contractor to submit the information.
- II. **Form B - Contractor's Annual Employment Report**. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the State Agency awarding the Contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized Contract, such report must be made to the State Agency purchasing from such Contract. For each covered consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such Contract was in effect during such prior State fiscal year Contractor reports the:
 1. Total number of Employees employed to provide the consultant services, by employment category.
 2. Total number of hours worked by such Employees.
 3. Amount Payable under the Contract

Contractor agrees to simultaneously report such information to CS and OSC as designated below:

Department of Civil Service

Office of the State Comptroller

Alfred E. Smith State Office Building
Albany, NY 12239

Bureau of Contracts
110 State St., 11th Floor
Albany, New York
Attn: Consultant Reporting
Fax: (518) 474-8030 or (518) 473-8808

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual Employee names or social security numbers are set forth on a document, the State Agency making such disclosure is obligated to redact both the name and social security number prior to disclosure. Further information is available in Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>), "Consultant Disclosure Legislation."

INSTRUCTIONS FOR COMPLETING FORM A AND B:

Form A and Form B should be completed for Contracts for consulting services in accordance with

Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>), "Consultant Disclosure Legislation." and the following:

- **Form A - Contractor's Planned Employment Form** (available from and submitted to the using Agency, if necessary.) (Form AC-3271-S: <http://www.osc.state.ny.us/agencies/forms/index.htm>)
- **Form B - Contractor's Annual Employment Report** (to be completed by May 15th of each year for each consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the CS, OSC and procuring Agency.) (Form AC-3272-S: <http://www.osc.state.ny.us/agencies/forms/index.htm>)

Scope of Contract: choose a general classification of the single category that best fits the predominate nature of the services provided under the Contract.

Employment Category: enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describes the Employees providing services under the Contract.

*(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)*

Number of Employees: enter the total number of Employees in the employment category employed to provide services under the Contract during the report period, including part time Employees and Employees of subcontractors.

Number of Hours: enter the total number of hours worked during the report period by the Employees in the employment category.

Amount Payable under the Contract: enter the total amount paid by the State to the State Contractor under the Contract, for work by the Employees in the employment category, for services provided during the report period.

B. Report of Contract Purchases

Contractor shall furnish quarterly reports containing total sales for both State Agency and other Authorized User contract purchases no later than thirty (30) days after the close of each calendar quarter.

The required reporting elements will be provided by OGS. Reports will include but are not limited to an itemization detailing a summary of the project(s) and all services provided and invoiced, which shall be forwarded electronically in Excel (.xls or .xlsx) format to the OGS Centralized Contract Administrator containing the information requested within the attachment workbook.

OGS reserves the right to unilaterally make revisions, changes and/or updates to the Report of Contract Sales or to require sales to be reported in a different format without processing a formal amendment and/or modification.

If appropriate means are integrated into the NYS Statewide Financial System (SFS) Portal to allow direct input of the required reporting information, submission of the Report of Contract Purchases will migrate to that venue and the Contractor will follow the reporting format established within the SFS Vendor Portal. Announcement of any such new capability and reporting requirement will be made via a purchasing memorandum which will be forwarded to Contractor.

C. Semi-Annual Meetings with OGS

OGS reserves the right to hold mandatory meetings, semi-annually or more frequently, in Albany, NY with Contractor and appropriate Contractor staff. The format of such meetings will be determined by OGS and communicated to Contractor prior to the meeting.

The Contractor shall also be available for meetings upon the State's request. Contractor attendance at all meetings is at Contractor's expense and shall not be billed to the State.

28. CONTRACTOR STAFF REPLACEMENT

1. Contractor shall ensure the continuity of its staff members assigned to a Project with an Authorized User.
 - a. It is recognized that circumstances may arise that necessitate the replacement of a Contractor staff member during a Project for reasons beyond the control of the Contractor (e.g., staff member leaving Contractor's employ, sickness, or other similar material change in employment circumstances which renders the staff member unavailable. Note: Reassignment of Contractor staff to work on the Project of another entity or another Authorized User is an example of a break in continuity which is not for reasons beyond the control of the Contractor). Where replacement is required for reasons beyond the control of the Contractor, Contractor shall give Authorized User written notice within one business day from the date Contractor becomes aware that a replacement will be needed.

- b. In the event replacement of a Contractor staff member is required for reasons which are not beyond Contractor's control, Contractor will give the Authorized User at least 30 calendar days written notification of the reasons for the replacement.
- c. The Authorized User shall have the right, in its reasonable discretion, to request the replacement of a Contractor staff member at any time.
- d. Whenever replacement of a Contractor staff member is necessary as contemplated in (a), (b) and (c) above, Contractor shall propose a replacement staff member to the Authorized User within 14 calendar days after Contractor notification or the Authorized User request for replacement. The qualifications of replacement staff members proposed by Contractor shall meet or exceed the qualifications of the staff member being replaced.

2. The Authorized User shall have the right to approve or disapprove any proposed replacement candidate. Such approval shall not be unreasonably withheld. Any approval or disapproval shall be made and communicated to Contractor within 14 calendar days. Any such approval or disapproval shall be documented by both NYSTEC and the Authorized User.
3. Contractor agrees that where notice of approval or disapproval is given by the Authorized User within 14 calendar days, replacement of staff shall not be grounds for an extension of deliverable due dates, an increase to cost to the project, nor an increase in the hourly rate of the proposed replacement staff member over the staff member being replaced.
4. Notwithstanding the foregoing, Authorized User shall have the right to cancel the Purchase Order upon notification that replacement of a Contractor staff member is required for reasons not beyond Contractor's control. Authorized User shall also have the right to cancel the Purchase Order if an acceptable replacement is not furnished, regardless of the reason for the replacement.

29. MINIMUM UTILIZATION

The State or any Authorized User, under this Contract, shall not be held liable for any minimum utilization of the Contractor's services.

30. WORK IN THE UNITED STATES

All work performed by Contractor personnel under this Contract must be performed within the United States.

31. NO DRUGS OR ALCOHOL

For reasons of safety and public policy, in any Project under this Contract, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work therein specified.

32. TRAFFIC INFRACTIONS

Authorized Users shall not be liable for any expense incurred by the Contractor for any parking fees, towing costs, or as a consequence of any traffic infraction or parking violations attributable to employees or agents of the Contractor.

33. PUBLIC WORKS

Installation work which is considered public works is excluded from purchase under this Contract. Historically, the New York State Bureau of Public Works has maintained that installation, maintenance and repair of equipment attached to any wall, ceiling or floor or affixed by hard wiring or plumbing is public work. In contrast, installation of a piece of equipment which is portable or a "plug-in" free-standing unit would not be considered public work. Thus, this Contract does not authorize installation where the equipment becomes a permanent part of the building structure, or is otherwise incorporated into the fabric of the building (e.g., installation on a wall, ceiling or floor in a fixed location, or affixed by hard-wiring or plumbing). See Appendix B – General Specifications, Section 8, Prevailing Wage Rates - Public Works and Building Services Contracts. For questions about whether a proposed installation constitutes public work, please contact the New York State Department of Labor's Bureau of Public Work district office in your area. A listing of district offices and contact information is available at: <http://www.labor.ny.gov/workerprotection/publicwork/PWContactUs.shtml>.

34. ACCESSIBILITY OF WEB-BASED INFORMATION AND APPLICATIONS

Any web-based information and applications development, or programming delivered pursuant to this Contract will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications (<http://its.ny.gov/tables/technologypolicyindex>) as such policy may be amended, modified or superseded, which requires that State Agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by (OGS, Contractor or other) and the results of such testing must be satisfactory to (OGS or Authorized User) before web-based information and applications will be considered a qualified deliverable under the Contract or procurement.

35. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given when mailed by registered or certified mail, sent by nationally recognized overnight carrier, or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contract Administrator at 500 Avery Lane, Suite A, Rome, NY 13441, or 540 Broadway, 3rd Floor, Albany, NY 12207, with a copy by email to behe@nystec.com. Each Party may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party. The Parties agree to mutually designate individuals as their respective representatives for purposes of this Contract. The New York State Contract Administrator for this Contract is set forth in the Contract Award Notification. The Contractor's Contract Administrator will be updated through the P-memo process.

All notices sent shall be effective upon actual receipt by the receiving party. The Contractor will be required to forward a copy of the official notice to an Authorized User that is associated with the subject of the notice.

Written notice of any alleged breach by one party to the other shall provide specific facts, circumstances and grounds upon which the breach is being declared.

36. SEVERABILITY

If any provision of this Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Contract, which shall be enforced and interpreted as if such provision was never included in the Contract.

37. CAPTIONS

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

38. ENTIRE AGREEMENT

This Contract, as amended, including all appendices, constitutes the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto, except as otherwise provided herein.

Authorized Users shall not have the authority to modify the terms of the Contract, except as to better terms and pricing for a particular procurement than those set forth herein. No preprinted terms or conditions on a Purchase Order issued by an Authorized User, which seek to vary the terms of this Contract or impose new duties or obligations on the Contractor, shall have any force or effect.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date last written below.

The Parties further hereby certify that original copies of this executed and approved signature page will be affixed to exact copies of this Contract being executed simultaneously herewith. The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this agreement, Appendix A (Standard Clauses For New York State Contracts), Appendix B – General Specifications, and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

NEW YORK STATE TECHNOLOGY
ENTERPRISE CORPORATION
(NYSTEC)

THE PEOPLE OF THE STATE OF NEW YORK

By: _____
Name: Jana Springer Behe, Esq.
Title: Director of Contracts &
General Counsel

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Corporate Federal ID #: 16-1521105

NYS SFS Vendor Identification #: 1000016166
NYC FMS Vendor Identification #: 000251952

If applicable, place an "x" in the appropriate box (<i>check all that apply</i>):	<input type="checkbox"/> Small Business	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Women Owned Business
	#Employees		

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of

payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which

service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing

such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListOfEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B

GENERAL SPECIFICATIONS

TABLE OF CONTENTS

<u>GENERAL</u>	<u>PAGE</u>	<u>TERMS & CONDITIONS (CONT.)</u>	<u>PAGE</u>
1. Ethics Compliance	1	35. Title and Risk of Loss	8
2. Definitions	1	36. Re-Weighing Product	8
<u>BID SUBMISSION</u>		37. Product Substitution	8
3. International Bidding	2	38. Rejected Product	8
4. Bid Opening	3	39. Installation	8
5. Late Bids Rejected	3	40. Repaired or Replaced Products, Parts, or Components	9
6. Extraneous Terms	3	41. Employees, Subcontractors and Agents	9
7. Confidential/Trade Secret Materials	3	42. Assignment	9
8. Prevailing Wage Rates - Public Works and Building Services Contracts	3	43. Subcontractors and Suppliers	9
9. Taxes	4	44. Performance/Bid Bond	9
10. Expenses Prior to Contract Execution	4	45. Suspension of Work	9
11. Advertising Results	4	46. Termination	9
12. Product References	4	47. Savings/Force Majeure	10
13. Remanufactured, Recycled, Recyclable or Recovered Materials	4	48. Contract Invoicing	10
14. Products Manufactured in Public Institutions	5	49. Default - Authorized User	11
15. Pricing	5	50. Prompt Payments	11
16. Drawings	5	51. Remedies for Breach	11
17. Site Inspection	5	52. Assignment of Claim	12
18. Purchasing Card	6	53. Toxic Substances	12
19. Samples	6	54. Independent Contractor	12
<u>BID EVALUATION</u>		55. Security	12
20. Bid Evaluation	6	56. Cooperation with Third Parties	12
21. Tie Bids	6	57. Contract Term - Renewal	12
22. Quantity Changes Prior To Award	6	58. Warranties	12
23. Timeframe for Offers	6	59. Legal Compliance	13
<u>TERMS & CONDITIONS</u>		60. Indemnification	13
24. Contract Creation/Execution	6	61. Indemnification Relating to Infringement	13
25. Official Use Only/No Personal Use	6	62. Limitation of Liability	14
26. Participation in Centralized Contracts	6	63. Dispute Resolution Procedures	14
27. Modification of Contract Terms	7	<u>THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS</u>	
28. Scope Changes	7	64. Software License Grant	14
29. Estimated/Specific Quantity Contracts	7	65. Product Acceptance	15
30. Emergency Contracts	7	66. Audit of Licensed Product Usage	16
31. Purchase Orders	7	67. Ownership/Title to Project Deliverables	16
32. Product Delivery	8	68. Proof of License	17
33. Weekend and Holiday Deliveries	8	69. Product Version	17
34. Shipping/Receipt of Product	8	70. Changes to Product or Service Offerings	17
		71. No Hardstop/Passive License Monitoring	18
		72. Source Code Escrow for Licensed Product	18

GENERAL

1. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

2. DEFINITIONS Terms used herein shall have the following meanings:

a. AUTHORIZED USER Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

b. BID A response to the Solicitation submitted by a Bidder to provide Products.

c. BIDDER Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

d. BID SPECIFICATIONS A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

e. COMMISSIONER The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. CONTRACT The writings that contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

1. **Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.
2. **Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another

jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

3. **Back-Drop Contracts** Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.
4. **Piggyback Contract** A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.
5. **Contract Letter** A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

g. CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

h. CONTRACTOR Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. ENTERPRISE The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

l. ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

m. GROUP A classification of a Product that is designated by OGS.

n. INVITATION FOR BIDS (IFB) A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

o. LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes

Error Corrections, upgrades, enhancements or New Licensed Software Releases, and any deliverables due under a technical support/maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

p. LICENSEE An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

q. LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

r. LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

s. MINI-BID A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

t. NEW LICENSED SOFTWARE RELEASES (Licensed Software Revisions) Any commercially released revisions to the licensed version of Licensed Software as may be generally offered and available to Authorized Users who are current on technical support/maintenance. New Licensed Software Releases involve a substantial revision of functionality from a previously released version of the Licensed Software. Updates are provided when available, and Contractor is under no obligation to develop any future Product or functionality.

u. OGS The New York State Office of General Services.

v. PRODUCTS Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

w. PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

x. REQUEST FOR PROPOSALS (RFP) A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to the responsive and responsible Bidder(s).

y. REQUEST FOR QUOTATION (RFQ) A type of Solicitation that can be used when a formal Bid opening is not required (e.g., discretionary, sole source, single source or emergency purchases).

z. RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections I39-j and MAY 2015

I39-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

aa. RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

bb. SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

cc. SITE The location (street address) where Product will be delivered or executed.

dd. SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

ee. SOLICITATION Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.

ff. SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.

gg. STATE State of New York.

hh. STATE AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ii. SUBCONTRACTOR Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

jj. TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

kk. VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

BID SUBMISSION

3. INTERNATIONAL BIDDING All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be

expressed, and all payments shall be made, in United States Dollars (\$US). Any Bids submitted which do not meet the above criteria will be rejected.

4. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

5. LATE BIDS REJECTED For purposes of Bid openings held and conducted by OGS, a Bid must be received in such place as may be designated in the Solicitation or, if no place is specified, in the OGS Mailroom located in the Empire State Plaza, Albany, New York 12242, at or before the date and time established in the Solicitation for the Bid opening. For purposes of Bid openings held and conducted by Authorized Users other than OGS, the term late Bid is defined as a Bid not received in the location established in the Bid Specifications at or before the date and time specified for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Solicitation are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with the Solicitation. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User, shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance, shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Commissioner.

6. EXTRANEous TERMS Bids must conform to the terms set forth in the Solicitation. Extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous terms submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form;
- b. The writing must identify the particular Solicitation requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c. The Bidder shall enumerate the proposed addition, deletion, counter-offer, deviation, or modification from the Solicitation, and the reasons therefor.

No extraneous terms, whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Commissioner or Authorized User expressly accepts each such terms in writing. Acceptance and/or

MAY 2015

processing of the Bid shall not constitute such written acceptance of extraneous terms.

7. CONFIDENTIAL/TRADE SECRET MATERIALS

a. CONTRACTOR Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The State's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. COMMISSIONER OR AUTHORIZED USER Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

8. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. PREVAILING WAGE RATE APPLICABLE TO BIDS A copy of the applicable prevailing wage rate schedule is attached to the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep

informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS In compliance with Article 8, Section 220 of the New York State Labor Law:

i. **Posting** The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. **Day's Labor** No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. **Overtime** Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

9. TAXES

a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

10. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized User(s) are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

11. ADVERTISING RESULTS The prior written approval of the Commissioner is required in order for results of the Solicitation to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Commissioner relative to the Solicitation or Contract for press or other media releases.

12. PRODUCT REFERENCES

a. "Or Equal" In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

13. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements or by

the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

14. PRODUCTS MANUFACTURED IN PUBLIC

INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

15. PRICING

a. **Unit Pricing** If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. **Net Pricing** Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Solicitation.

c. **"No Charge" Bid** When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.

f. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

g. **Specific price decreases:**

(i) **GSA Changes:** Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor's list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users:**

Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

h. **Cost Proposal Revisions** A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law § 163(9)(c). A cost proposal revision must be a lower price than the initial price.

16. DRAWINGS

a. **Drawings Submitted With Bid** When the Solicitation requires the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Solicitation and shall, when approved by the Commissioner, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. **Drawings Submitted During the Contract Term** Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User's representative.

c. **Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of Product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing Product, or carrying out any other requirements of the intended scope of work.

17. **SITE INSPECTION** Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

18. PURCHASING CARD The State's Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

19. SAMPLES

a. **Bidder Supplied Samples** The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a Contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of the Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Solicitation or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period, the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

b. **Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

c. **Conformance with Samples** Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Solicitation. If in the judgment of the Commissioner the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Solicitation, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

d. **Testing** All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.

e. **Requests For Samples By Authorized Users** Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

20. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the Bid.

21. TIE BIDS In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

22. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

23. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within sixty days after the date of the Bid opening or such other period of time as set forth in the Solicitation, during which period, Bids must remain firm and cannot be withdrawn. Where an award is not made within the sixty day period or other time specified as set forth in the Solicitation, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its Bid.

TERMS & CONDITIONS

24. CONTRACT CREATION / EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

25. OFFICIAL USE ONLY/NO PERSONAL USE The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

PARTICIPATION IN CENTRALIZED CONTRACTS

a. **State Agencies** All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. **Non-State Agency Authorized Users** Authorized Users other than State Agencies are permitted to make purchases through

Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

d. Responsibility for Performance Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

27. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

28. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of

the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within thirty days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

29. ESTIMATED/SPECIFIC QUANTITY CONTRACTS

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

30. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

31. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the Contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must bear the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgement, and the Contract terms shall be resolved in favor

of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

32. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

33. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

34. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall

be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

35. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

36. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

37. PRODUCT SUBSTITUTION In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

38. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

39. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those

of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

40. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

41. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Contract, and must comply with all security and administrative requirements of the Authorized User. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Commissioner reserves the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

42. ASSIGNMENT In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

43. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

44. PERFORMANCE/BID BOND The Commissioner reserves the right to require a Bidder or Contractor to furnish, without additional cost, a performance, payment or Bid bond, negotiable irrevocable letter of credit, or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

45. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

46. TERMINATION

a. For Cause For a material breach that remains uncured for more than thirty (30) calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively, at the Contractor's expense. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience This Contract may be terminated at any time by the Commissioner for convenience upon sixty (60) calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

c. For Violation of Sections 139-j and 139-k of the State Finance Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing

written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Section 5-a of the New York State Tax Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Non-Responsibility The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

f. Upon Conviction of Certain Crimes The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

47. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond thirty (30) days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

48. CONTRACT INVOICING

a. Invoicing Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by the Commissioner. The Commissioner may direct the

Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

49. DEFAULT – AUTHORIZED USER

a. Breach by Authorized User An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within thirty calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach Notwithstanding the foregoing, the Contractor shall, at least ten business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. Insufficient basis If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

50. PROMPT PAYMENTS

a. State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding

legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

b. By Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

51. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. Cover/Substitute Performance In the event of Contractor's material, uncured breach, the Commissioner may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may be deducted from the Contract quantity without penalty or liability to the State. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during a period where Contractor is making good faith efforts to cure a material breach.

b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should Contractor and the Commissioner fail to agree upon the question of "materiality" in an instance of non-performance, such failure to agree shall be a dispute to be resolved in accordance with the OGS Dispute Resolution Procedures.

c. Bankruptcy In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted

for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

52. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

53. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Material Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User representative.

54. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

55. SECURITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

56. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

57. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period(s) of up to one year. Such extension may be exercised on a month-to-month basis or in other stated periods of time during the one year extension.

58. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the

Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one (1) year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the independent software vendor (ISV), or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with ISV or other third-party manufacturers for warranty repair or replacement of ISV or other third-party manufacturer's Product.

Where Contractor, ISV or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor's approval.

d. Virus Warranty The Contractor represents and warrants that any Licensed Software acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at Licensee's Site.

e. Date/Time Warranty Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with industry standards. The Authorized User must notify Contractor of any services warranty deficiencies within ninety calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

59. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable laws,

ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

60. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder solely due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

61. INDEMNIFICATION RELATING TO INFRINGEMENT The Contractor will also defend, indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs in any action for infringement of a patent, copyright, trademark, trade secret or other proprietary right provided: (a) such claim arises solely out of the Products as supplied by the Contractor,

and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval, and (b) Authorized User gives Contractor prompt written notice of any such action, claim suit or threat of suit alleging infringement.

The Authorized User shall give Contractor the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and to provide assistance in the defense of any such action, claim or suit at the expense of Contractor.

Such indemnity shall only be applicable in the event of claims, judgments, liabilities and/or costs that may be finally assessed against an Authorized User in any action for infringement of a patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims, judgments, liabilities and/or costs arise solely from the Authorized User's negligent act, failure to act, gross negligence or willful misconduct.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and seek to secure a continuance to permit the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

62. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, MAY 2015

costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

63. DISPUTE RESOLUTION PROCEDURES

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at: <http://nyspro.ogs.ny.gov/content/dispute-resolution-procedures>. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS

64. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licenser's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

b. **License Term** The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

c. **Licensed Documentation** If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) hard copy instructions for access by downloading from the Internet; and (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per Site

- Processing Capacity - 10 copies per Site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the Terms of License.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance terms and any renewals therof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, fixes, upgrades and New Licensed Software Releases to Licensee, and (ii) help desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line help desk accessibility. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the technical support/maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Outsourcers, Facilities Management, Service Bureaus, or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and (ii) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a State function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies that require Licensee to restore backups or to initiate disaster recovery procedures for its platform or operating systems; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. The phrase "cold site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. Confidentiality Restrictions The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

i. Restricted Use by Licensee Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

65. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have thirty (30) days from the date of delivery to accept hardware Products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have

been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Commissioner or Authorized User agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

66. AUDIT OF LICENSED PRODUCT USAGE. Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides provided that: (i) Contractor gives Licensee at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software

Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

67. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

(i) For purposes of this clause, "Products." Deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this clause, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Solicitation or Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. **Hardware** - Title and ownership of Existing Hardware Product shall pass to Authorized User upon acceptance.

2. **Software** - Title and ownership to Existing Software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements

or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV's owner's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(ii) **Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. **Transfers or Assignments to a Third Party Financing Agent** It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. **Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS)** The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

MAY 2015

c. **Contractor's Obligation with Regard to ISV (Third Party) Product** Where Contractor furnishes Existing Licensed Product(s) as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV's standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

68. **PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

69. **PRODUCT VERSION** Purchase Orders shall be deemed to reference Manufacturer's most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

70. **CHANGES TO PRODUCT OR SERVICE OFFERINGS**

a. **Product or Service Discontinuance** Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner, each Licensee and each Authorized User then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other customer, or (b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User's option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

In the event that the Contractor is not the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

b. **Product or Service Re-Bundling** In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the State and each Authorized User in writing

of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other customer, or (b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

71. NO HARDSTOP/PASSIVE LICENSE MONITORING

Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all upgrades do not and will not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

72. SOURCE CODE ESCROW FOR LICENSED PRODUCT

If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor shall: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such Source Code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this clause.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

INDEX

	<u>Clause</u>	<u>Clause</u>
	<u>No.</u>	<u>No.</u>
<u>A</u>		
Advertising Results	11	Participation in Centralized Contracts
Assignment	42	26
Assignment of Claim	52	Performance/Bid Bond
Audit of Licensed Product Usage	66	44
<u>B</u>		
Bid Evaluation	20	Prevailing Wage Rates - Public Works
Bid Opening	4	and Building Services Contracts
<u>C</u>		
Changes to Product or Service Offerings	70	8
Confidential/Trade Secret Materials	7	Pricing
Contract Invoicing	48	15
Contract Creation/Execution	24	Purchasing Card
Contract Term - Renewal	57	18
Cooperation with Third Parties	56	Product Acceptance
<u>D</u>		
Default - Authorized User	49	Product Delivery
Definitions	2	32
Dispute Resolution Procedures	63	Product References
Drawings	16	12
<u>E</u>		
Emergency Contracts	30	Product Substitution
Employees, Subcontractors and Agents	41	37
Estimated/Specific Quantity Contracts	29	Product Version
Ethics Compliance	1	69
Expenses Prior to Contract Execution	10	Products Manufactured in Public Institutions
Extraneous Terms	6	14
<u>I</u>		
Indemnification	60	Prompt Payments
Indemnification Relating to Infringement	61	Proof of License
Independent Contractor	54	Purchase Orders
Installation	39	31
International Bidding	3	Quantity Changes Prior to Award
<u>L</u>		
Late Bids Rejected	5	22
Legal Compliance	59	R
Limitation of Liability	62	Rejected Product
<u>M</u>		
Modification of Contract Terms	27	Re-Weighing Product
<u>N</u>		
No Hardstop/Passive License Monitoring	71	Remanufactured, Recycled, Recyclable or
<u>O</u>		
Official Use Only/No Personal Use	25	Recovered Materials
Ownership/Title to Project Deliverables	67	13
<u>P</u>		
Participation in Centralized Contracts		38
Performance/Bid Bond		36
Prevailing Wage Rates - Public Works		36
and Building Services Contracts		36
Pricing		36
Purchasing Card		36
Product Acceptance		36
Product Delivery		36
Product References		36
Product Substitution		36
Product Version		36
Products Manufactured in Public Institutions		36
Prompt Payments		36
Proof of License		36
Purchase Orders		36
<u>Q</u>		
Quantity Changes Prior to Award		36
<u>R</u>		
Rejected Product		36
Re-Weighing Product		36
Remanufactured, Recycled, Recyclable or		
Recovered Materials		36
Remedies for Breach		36
Repaired or Replaced Products, Parts, or Components		36
<u>S</u>		
Samples		36
Savings/Force Majeure		36
Scope Changes		36
Security		36
Site Inspection		36
Shipping/Receipt of Product		36
Software License Grant		36
Source Code Escrow for Licensed Product		36
Subcontractors and Suppliers		36
Suspension of Work		36
<u>T</u>		
Taxes		36
Termination		36
Tie Bids		36
Timeframe for Offers		36
Title and Risk of Loss		36
Toxic Substances		36
<u>W</u>		
Warranties		36
Weekend and Holiday Deliveries		36



MWBE UTILIZATION PLAN

Contract No.: PN20500

INSTRUCTIONS: This form must be submitted with any bid, proposal, response to request for qualifications or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award as required in the IFB, RFP or RFQ. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) under the contract. Attach additional sheets if necessary.

Contractor's Name, Address and Telephone No. NYSTEC 500 Avery Lane, Suite A Rome, NY 13441 (POC - Jana S. Behe cell 315.717.7202 Direct 518.431.7031) Federal Identification No. 16-1521105	Contract Description Location (Region) Technology Consulting PN20500	MWBE Goals In Contract MBE 15 % WBE 15 %
--	--	--

Certified MWBE Subcontractors/Suppliers Name, Address, Telephone No, E-mail Address	Federal ID. No.	NYS ESD CERTIFIED		Detailed description of Work (Attach additional sheets if necessary)	Dollar Value of Subcontracts/ supplies/ services and intended performance dates of each component of the contract
		MBE	WBE		
SVAM International 233 East Shore Road, Suite 201 Great Neck, NY 11023 Joe Marchese joe@svam.com Anil Kapoor anil@svam.com		<input checked="" type="checkbox"/>	<input type="checkbox"/>	To be determined based upon the scope and needs of the project(s)	To be determined based upon the scope of effort
Documentation Strategies 15 Second Avenue Rensselaer, NY 12144 Tami Cole tamicole@docstrats.com		<input type="checkbox"/>	<input checked="" type="checkbox"/>	To be determined based upon the scope and needs of the project(s)	To be determined based upon the scope of effort
Genesys Consulting Services 2 Computer Drive West Suite 201 Albany, NY 12205 Leo Pfohl leo@genesysonline.com		<input type="checkbox"/>	<input checked="" type="checkbox"/>	To be determined based upon the scope and needs of the project(s)	To be determined based upon the scope of effort
Total Quality Associates 20 Corporate Woods Blvd Albany, NY 12211 Pat Schaffer - pschaffer@tquala.com		<input type="checkbox"/>	<input checked="" type="checkbox"/>	To be determined based upon the scope and needs of the project(s)	To be determined based upon the scope of effort

IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER (Form MWBE 101/BDC 333)

Submission of this form constitutes the contractor's acknowledgement and agreement to comply with the MWBE requirements set forth under NYS Executive Law, Article 15-A and 5 NYCRR Part 142. Failure to submit complete and accurate information may result in a finding of noncompliance or rejection of the bid/proposal and/or suspension or termination of the contract.

Prepared By (Signature) <u>J. Behe</u>	Email Address behe@nystec.com
Name and Title of Preparer (Print or Type) Jana S. Behe Director of Contracts & General Counsel	Telephone No. 518.431.7031 or cell 315.717.7202

FOR MWBE USE ONLY

Page 1 of 2

Reviewed By	<i>John Dwyer</i>			Date	9/14/15	
Utilization Plan Approved	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Date	9/15/15
Contract No.	Project No. (If applicable)		Contract Award Date	Estimated Completion Date	Contract Amount Obligated	
Notice of Deficiency Issued	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date	Description of Work			
Notice of Acceptance Issued	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date				

NWBE 100 (5/12)

Page 2 of 2